

DB POWER LIMITED



**2X600 MW COAL BASED SUPER THERMAL POWER
PROJECT AT VILLAGE- BARADARHA, TEHSIL- DABHRA,
DISTRICT- JANJGIR-CHAMPA, CHHATTISGARH (INDIA).**

BID DOCUMENT

FOR

**SUPPLY OF 50,000 MT OF DOMESTIC COAL WITHIN A
PERIOD OF ONE MONTH TO 2X600MW THERMAL POWER
PROJECT OF DB POWER LTD AT VILLAGE-BARADARHA,
DIST – JANJGIR CHAMPA, CHHATTISGARH**

SECTION – I

BID DOC. No. : DBPL-CG-2x600MW-DOMESTIC COAL-01

DATED: 10th JULY 2013

DB POWER LIMITED

SECTION – I

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BID DOC. No. : DBPL-CG-2x600MW-DOMESTIC COAL-01

DB POWER LIMITED

SECTION – I

PART – A

INVITATION FOR BIDS (IFB)

BID DOC. No. : DBPL-CG-2x600MW-DOMESTIC COAL-01

DB POWER LIMITED

SECTION - I

PART - A

INVITATION FOR BIDS (IFB)

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BID DOC. No. : DBPL-CG-2x600MW-DOMESTIC COAL-01

INVITATION FOR BIDS (IFB)	 DB POWER LIMITED	Specification No.
		DBPL-CG-2x600MW-DOMESTIC COAL-01

SECTION – I, PART – A

INVITATION FOR BIDS (IFB)

FOR

SUPPLY OF 50,000 MT OF DOMESTIC WASHED COAL WITHIN A PERIOD OF ONE MONTH TO 2X600MW THERMAL POWER PROJECT OF DB POWER LTD AT VILLAGE-BARADARHA, DIST – JANJIR CHAMPA, CHHATTISGARH INDIA.

(DOMESTIC COMPETITIVE BIDDING)

IFB NO. DBPL-CG-2x600 MW-DOMESTIC COAL-01

- 1.0 DB POWER LIMITED (**DBPL**) hereby invites sealed bids from eligible bidders in two parts (i.e. Part– I: Techno-commercial bid and Part – II: Price Bid) for the work of supply of 50,000 MT of domestic washed coal within a period of one month for 2x600MW Thermal Power Project of DB Power Ltd, at Village – Baradarha, District – Janjgir-Champa, Chhattisgarh, (INDIA), as per scope of Supply mentioned hereinafter.
- 2.0 **Scope of Supply** : The brief scope of Supply is as under:

Supply of 50,000 MT of domestic washed coal within a period of one month to 2x600MW Thermal Power Project of DB Power Ltd as per the detailed scope of supply indicated in the bidding documents.

The Bidder shall execute all the works in accordance with the detailed scope of supply indicated in the bidding documents.
- 3.0 Qualifying requirement and requirements regarding Bid Security etc are elaborated below.
- 4.0 Detailed specifications and scope are given in the bidding documents, which shall be issued as per the following schedule:

INVITATION FOR BIDS (IFB)	 DB POWER LIMITED	Specification No.
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4.1 **Communication Address:**

Sh. Pravash Kumar Biswal
Chief General Manager, Techno-Commercial
DB Power Limited
Third Floor, Express Towers,
Nariman Point, Mumbai-400021
Tel: +91 22 39306000 (Board)
+91 22 39306021 (direct)
E mail: pravash.biswal@dbpower.in

4.2 **Schedule :**

BID DOCUMENT No.	DBPL-CG-2x600 MW-DOMESTIC COAL-01
Earnest Money / Bid Security	Rs. 20,00,000/- (Rupees twenty lakhs Only)
Last date & time of receipt of Bids	24 th July 2013 up to 2.30 PM
Bid Opening date and time	24 th July 2013 at 3.00 PM

5.0 All bids must be accompanied by Bid Security / Earnest Money for an amount of Rs.20,00,000/- (Rupees twenty lakhs Only) in the form of Bank Guarantee as per the Performa of Bid Guarantee attached along with the 'Part-B' of Bid documents. Bids not accompanied by the requisite Bid Security / Earnest Money in a separate sealed envelope or bids accompanied by the Bid Security / Earnest Money of inadequate value may not be entertained and in such cases, bids may be returned to the Bidders without being opened.

6.0 **Qualifying requirement for Bidders:**

The Bidder should meet the Qualifying Criteria stipulated below:

A. The Qualifying Requirement for the Bidder for this tender shall be as under:

- I. The bidder must be engaged in the activity of supply of domestic coal and must be having a coal washery on their own or having tie-up with the Owner of a coal washery.
- II. The bidders must have the minimum qualifying experience as detailed below:
 - a. Must have supplied minimum 50,000 MT of coal each year during last three (03) financial years to power plants in Government / Public sector/ private sector and/or any other Industrial Utilities etc.
 - b. The bidder should have ownership of a sufficient fleet/ tie up with reputed transporters, capable to transport our daily requirement. The bidder should also be

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willing to put all such vehicles in service for the execution of the contract. A declaration in this regard has to be submitted along with the Qualifying Requirements of the bid.

- c. List of dumpers/tippers as mentioned above along with the relevant papers (like valid pollution clearance certificate, blue book, road tax clearance token, valid insurance etc) including copy of permits with ownership details has to be furnished.
- d. The bidder should have sufficient work strength/employee strength in respective field of work and exhaustive employee list along with their PF account details/documents for the last financial year and valid labour license should be submitted.
- e. The service provider must have / obtain interstate / national transportation permits for the vehicles owned by him. Photo copies of permit for vehicles already having the necessary permit should be submitted. The bidder will submit a declaration in a non-judicial stamp paper that he will obtain interstate / national permit after award of the job at his own cost & risk.
- f. The bidder should be capable to keep the validity of offer for at least 03 months from the date of opening of price bid of the tender. Declaration of validity signed by the authorized signatory has to be submitted.

B. Financial Capability and Stability:

- I. Does not anticipate a change in ownership during the proposed period of execution of work (if such a change is anticipated, the scope and effect thereof shall be defined).
 - II. The minimum annual average turnover of the bidder should be at least Rs. 20.00 Crores (Rupees Twenty Crores only) during the preceding 03 consecutive financial years. The Audited balance sheet countersigned by the authorized signatory of the bidder has to be submitted.
 - III. The bidder should have a net worth of at least Rs 5 Crore as on 31.03.2012. The original document specifying net worth certified by a chartered accountant and countersigned by the authorized signatory of the bidder has to be submitted.
 - IV. Notwithstanding anything stated above, DBPL reserves the right to assess the Bidder's capability to perform the work, should the circumstances warrant such assessment in the overall interest of the Owner.
- 7.0 DBPL reserves the right to reject any or all bids or cancel/withdraw the Invitation for Bids (IFB) without assigning any reason whatsoever and in such case no bidder/intending bidder shall have any claim arising out of such action.

INVITATION FOR BIDS (IFB)		Specification No.
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8.0 A complete set of bidding documents may be requested by any interested Bidder on submission of written application before the last date of submission of offer as mentioned at Clause 4.2 above. Issuance of bidding documents to any bidder shall not construe that such Bidder is considered to be qualified. Bids shall be submitted and opened at the address given in Clause 4.1 above in the presence of Bidders' representatives, who choose to attend.

DB POWER LIMITED

SECTION – I

PART – B

INSTRUCTIONS TO BIDDERS (ITB)

BID DOC. No. : DBPL-CG-2x600MW-DOMESTIC COAL-01

DB POWER LIMITED

SECTION - I

PART - B

INSTRUCTIONS TO BIDDERS (ITB)

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SECTION – I, PART – B

INSTRUCTIONS TO BIDDERS (ITB)

1.0 INTRODUCTION:

- 1.1 DB Power Limited (hereinafter referred as “DBPL/ Owner/ Employer”), a group company of Bhaskar Group is setting up a coal based Thermal Power Plant of 2 x 600MW capacity in village: Baradarha, Tehsil: Dabhra, District: Janjgir-Champa, in Chhattisgarh (INDIA).
- 1.2 The ITB shall be read carefully and considered by the Bidders while preparing their bids. All bids are to be made and submitted in accordance with the ITB.
- 1.3 It shall be understood that these bidding documents (Section-I and Section-II) are not the final documents and the Owner may wish to negotiate subsequent modifications to these Bid documents to satisfy the Owner’s requirements.

2.0 SCOPE OF SUPPLY :

- 2.1 The scope of supply under this package shall cover all works as mentioned in section-II, Scope of Supply for “Supply of 50,000 MT of domestic washed coal within a period of one month” to 2x600MW Thermal Power Project of DB Power Ltd, at Village – Baradarha, District – Janjgir-Champa, Chhattisgarh, (INDIA) and any other services as specified in contract document.
- 2.2 Scope of supply under Bid Document shall be single source responsibility basis completely covering all the services, work and materials specified under the accompanied technical specification/ bill of quantities. It will intra-alia include the followings:
 - a. All labour, material, tools, plants, and equipment, loading, unloading, transportation and handling thereof, unless otherwise, specified elsewhere in the tender documents.
 - b. Furnishing of documents and signing the contract document.
- 2.3 Offer not covering the above entire scope of supply are liable to be treated as incomplete and will accordingly not be evaluated for further consideration.

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3.0 CONTRACT COMPLETION SCHEDULE

- 3.1 The Contract/ Agreement shall be operated for a period of 01 (One) month from the EDC. The Agreement can be extended further as per requirement on mutual agreement between the parties.
- 3.2 At any time during the execution of Contract, DBPL reserves the right to defer the delivery schedule if the situation warrants by giving advance intimation of one month to the Bidder. The Purchaser shall not be liable in any manner for any loss, costs or damages incurred by the bidder on account of a change in the delivery schedule.

4.0 COST OF BIDDING

All the costs and expenses incidental to preparation of the bid, discussions and conferences, if any, including pre-award discussions with the bidders, technical and other presentation including any demonstrations, etc. shall be to the account of the bidder and DBPL shall bear no liability whatsoever on such costs and expenses.

5.0 CONTENT OF BID DOCUMENT

- 5.1 The Bid Document comprise two Sections designated as:

SECTION- I : Conditions of Contract
Part A : Invitation for Bid (IFB)
Part B : Instructions to Bidder (ITB)
Part C : Annexure

SECTION-II :
Part A : Scope of work, Commercial and General terms
Part B : Price Bid
Part C : Deviation Statement

- 5.2 The Bidder is expected to examine all instructions, forms, terms, specifications and other information in the bid documents. Failure to furnish all information required by the bid documents or submission of a bid not substantially responsive to the bid documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
- 5.3 If there is a contradiction between the clause indicated in this Section-I and in Section-II, the more stringent condition shall remain applicable.
- 5.4 **Transfer of Bid Document:** Transfer of Bid Documents issued to one Bidder to another is not permissible.

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6.0 CLARIFICATION OF BID DOCUMENT

- 6.1 A prospective bidder requiring any clarification of the bid documents may notify DBPL in writing at DBPL's mailing address indicated in Clause 7.0 below. DBPL will respond in writing to any request for clarification or modification of the bid documents that it receives no later than fifteen (15) days prior to the deadline for submission of bids prescribed by DBPL. Written copies of the DBPL's response (including an explanation of the query but not identification of its source) will be sent to all prospective bidders that have received the bid documents.

7.0 ADDRESS FOR COMMUNICATION

Sh. Pravash Kumar Biswal
Chief General Manager, Techno-Commercial
DB Power Limited,
Third Floor, Express Towers,
Nariman Point, Mumbai-400021.
Tel.No. : +91 22 3930 6000 (Board),
+91 22 3930 6021 (direct)
Fax No. : +91 22 3930 6008
E Mail : pravash.biswal@dbpower.in

8.0 BIDDER TO INFORM HIMSELF FULLY

8.1 Local Conditions

- 8.1.1 It is imperative for each bidder to fully inform himself of all Indian as well as local conditions, factors and legislation that may have any effect on the execution of the work covered under the bid documents.
- 8.1.2 No request will be considered for clarifications from DBPL regarding such conditions, factors and legislation. It is understood and agreed that such conditions, factors and legislation have been properly investigated and considered by the bidders while submitting the bids. Failure to do so shall not relieve the bidders from responsibility to estimate properly the cost of performing the work within the provided timeframe. DBPL will assume no responsibility for any understandings or representations concerning conditions made by any of his officers or agents prior to award of the Contract. No claim whatsoever, including those for financial adjustment to the Contract to be awarded under the bid specifications and documents will be considered by DBPL. DBPL shall not permit any changes to the time schedule of the Contract or any financial adjustments arising from the bidder's lack of knowledge and its effect on the cost of execution of the Contract.

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8.2 **Site Condition**

- 8.2.1 The Bidder is advised to visit and examine the Site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into an Agreement. The costs of visiting the Site shall be at the bidder's own expense.
- 8.2.2 The bidder and any of its personnel or agents will be granted permission by DBPL to enter upon its premises and lands for the purpose of such inspection, but only upon the express condition that the bidder, its personnel and agents will release and indemnify DBPL and its personnel and agents from and against all liability in respect thereof and will be responsible for death or personal injury, loss of or damage to property and any other loss, damage costs and expenses incurred as a result of the inspection.
- 8.2.3 Any visit to the Site with reference above should be with advance intimation to DBPL (at least ten days before the proposed date for the visit) and with prior arrangement with DBPL.

9.0 **GENERAL ABOUT THE SITE VISIT**

The bidder shall be deemed, prior to submitting his bid, to have:

- i. Satisfied itself as to the means of communication with and access to and through the site, the accommodation it may require and the precautions and the times and methods of working;
- ii. Satisfied itself as to the nature of the work and materials necessary for the execution of the works;
- iii. Obtained for itself all necessary information as to the risks, contingencies and all other circumstances which may influence or affect the contract price and its obligations under the Agreement;
- iv. Inspected and examined the site and its surroundings and carried out such surveys as it considers necessary; and
- v. Ascertained the general labour position at the Site. In particular, but without prejudice to the generality of the foregoing, the contract price shall include all costs of labour including any shift or overtime working, incentives, allowances, condition monies and the like and for all costs associated with the transport of labour and all necessary canteen, messing and accommodation facilities or the like required for the completion of the works.

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10.0 GENERAL

Any information provided in the Bid Document obtained from DBPL shall not in any way relieve the Bidder from his responsibility to execute the Works in accordance with the Specifications including all detail which may not have been specifically mentioned in the Specification but otherwise necessary to ensure complete, successful, safe and efficient operation of the Contract.

11.0 AMENDMENT OF BID DOCUMENTS

- 11.1 At any time prior to the deadline for submission of bids, DBPL may, for any reason whether at its own initiative or in response to a clarification requested by a prospective bidder, amend the bid documents.
- 11.2 The amendment will be notified in writing to all prospective bidders that have received the bid documents and will be binding on them. Bidders are required to immediately acknowledge receipt of any such amendment and it will be assumed that the information contained therein will have been taken into account by the bidder in its bid.
- 11.3 In order to allow prospective bidders reasonable time to take the amendment into account in preparing their bid, DBPL may, at its discretion extend the deadline for the submission of bids.

12.0 BID SECURITY / EARNEST MONEY

- 12.1 The Terms 'BID SECURITY' and 'EARNEST MONEY' used in the specifications shall have the same meaning as far as these specifications are concerned.
- 12.2 The Bidder shall furnish, as part of its bid, bid security/earnest money in a separate sealed envelope for an amount indicated in Clause no. 5.0 of Part A, Invitation for Bids (IFB) in Indian Rupees.
- 12.3 The amount shall be tendered either through Demand Draft (DD) or through Bank Guarantee (BG). The demand draft shall be drawn in favour of "D B Power Limited" payable at "Mumbai". The bank guarantee shall be in accordance with the format separately given in Tender Specifications.

The bid security /earnest money shall be valid for a period of forty five (45) days beyond the original bid validity period. If bid validity is extended, forty five (45) days period shall be counted from the date of extended bid validity.

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12.4 The bid security/ earnest money can be in the form of a Bank Guarantee to be issued by a scheduled bank or a banking institution licensed to do business in India and acceptable to owner as indicated below:

12.4.1 Bank Guarantee should be issued either:

12.4.1.1 By a reputed bank located in the country of Employer and acceptable to the Employer, or

12.4.1.2 By a foreign bank confirmed by either its correspondent bank located in the country of Employer which should be reputed and acceptable to the Employer, or

12.4.1.3 By a Public Sector Bank in the country of Employer

12.4.2 All banks except public sector banks of the Employer's country shall have overall international corporate rating or rating or long term debt not less than A- (A minus) or equivalent by a reputed rating agency.

12.4.3 The format of the Bank Guarantee is enclosed herewith as **Annexure B**. Bid security/ earnest money shall remain valid for a period of forty five (45) days beyond the original bid validity period and beyond any extension of bid validity subsequently requested under ITB Clause 17.0.

12.5 The bid security/ earnest money shall be furnished in a separate sealed envelope. Any bid not accompanied by acceptable bid security/earnest money, in a separate sealed envelope, shall be rejected by the Owner as being non-responsive and returned to the Bidder without being opened. The bid security/earnest money of a joint venture must be in the name of all the partners in the joint venture submitting the bid.

12.6 The bid securities/earnest money of unsuccessful bidders will be returned as promptly as possible, but not later than thirty (30) days after the expiration of the bid validity period.

12.6.1 The bid security/ earnest money of the successful bidder will be returned when the bidder has signed the Contract/ Agreement with the Owner.

12.7 The bid security/earnest money may be forfeited

a) If the Bidder withdraws its bid during the period of bid validity.

b) If the Bidder does not accept the correction of its Bid Price pursuant to ITB Clause 27.4.

c) If the Bidder does not withdraw any deviation listed in deviation sheets at the cost of withdrawal indicated by him.

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- d) If the Bidder refuses to withdraw, without any cost to the Owner any deviation not listed in deviation sheets, but found elsewhere in the bid.
- e) In the case of a successful Bidder, if the Bidder fails within the specified time limit
 - i. to sign the Contract/ Agreement
 - ii. to furnish the required performance security.

13.0 PREPARATION OF BID

13.1 Language of Bids

The bid prepared by the bidder and all correspondence and documents related to the bid exchanged by the bidder and DBPL shall be written in English language, provided that any printed literature furnished by the bidder may be written in another language, as long as such literature is accompanied by a translation in English language in which case, for purposes of interpretation of the bid, the translation shall govern.

13.2 Documents comprising the bids

13.2.1 The bid submitted by the Bidder shall comprise of the following documents:

- a) Completely filled up various Performa/ Annexure/ Schedules etc. as indicated in Section-I and Section-II, in accordance with the instructions and notes contained therein.
- b) **Bid Security / Earnest Money.**
A bid security/earnest money furnished in accordance with clause 12.0 (to be read along with its sub-paras referred) above in a separate sealed envelope. Bids not accompanied by the requisite bid security/earnest money in a separate sealed envelope, or bids accompanied by bid security/earnest money of inadequate value, shall not be entertained and in such cases, bids shall be returned to the bidders without being opened.
- c) A letter of undertaking as per the Performa attached herewith as **Annexure- A.**
- d) Last three years income tax & sales tax clearance certificate (in case of photo copy, it should be attested by Notary public/ First class magistrate or Gazetted officer).

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e) **Bidder's Qualification**

In addition to the qualifying requirement of Bidders indicated in Part-A, the Bidder shall submit the documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted and the same shall establish to the Owner's satisfaction that the Bidder has the financial, technical, production, procurement and other capacities and capabilities necessary to perform the contract and meets the experience and other criteria outlined below:

The Bidder shall provide satisfactory evidence that he:

- (i) Is capable of executing the type of work specified and has adequate technical knowledge and relevant experience for the works covered in the bid documents.
- (ii) projects successfully executed including the detail scope of work and value for each project, the date of order, date of commencement and completion, the name and address of the employers, the present status of the projects in hand and presently envisaged completion dates.
- (iii) The details of plant and machinery, including their make and present capacity etc.
- (iv) Copy of Performance Certificate, Balance sheets, P&L Account, Solvency Certificate from Bankers etc. Copy of Agreement/ Award Letter and completion certificates/payment certificates pertaining to the relevant work and period and partnership deed/proprietorship certificate/ Article and Memorandum of Association etc, as the case may be depending upon the constitution of the firm
- (v) does not anticipate a change in Ownership/Control during the proposed period of execution of Work (If such a change is anticipated, the scope and effect thereof shall be defined).
- (vi) has adequate financial stability and capability to meet the financial obligations pursuant to the Works covered in the Bid Documents.
- (vii) has adequate capability and capacity available to perform the work within the time period specified. The evidence shall specifically cover, with written details, the capacities and present commitments (excluding those anticipated under these Bid documents). If the present commitments are such that the present

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capacity results in an inadequacy to meet the requirements appropriate to the works covered in his bid, then the details of alternative arrangements to be organised by the Bidder for this purpose and which shall meet the Owner 's approval, shall also be furnished.

- (viii) has an established project management organisation covering the areas related to the present scope of work and the necessary field services required for successful development of the mine covered in the scope of work for this package and as required by the Bid Documents.
- (ix) has established quality assurance system and organization designed to achieve high level of production activities.

f) **Deviations**

Deviations, if any, from Section-I and Section-II of Bid Documents shall be listed only in Deviation sheets in the format attached in the Bid Documents. The Bidder shall also provide the additional price, if any, for withdrawal of the deviations. However, the attention of the Bidders is drawn to the provision of ITB Clause 27.0 regarding the rejection of Bids that are not substantially responsive to the requirements of the Bid documents.

Bidders may further note that except for deviations listed in deviation sheets, the bid shall be deemed to comply with all the requirement in the Bid documents and the Bidder is required to comply with all such requirements of Bid Documents and technical specifications without any extra cost to the Owner irrespective of any mention to the contrary, anywhere else in the bid, failing which the bid security/earnest money of the Bidder may be forfeited.

At the time of Award of Contract, if so desired by the Owner, the bidder shall withdraw these deviations listed in deviation sheets at the cost of withdrawal stated by him in his bid. In case the Bidder does not withdraw the deviations proposed by him, if any, at the cost of withdrawal stated in the bid, his bid will be rejected and bid security/earnest money forfeited.

h) **Certificate Regarding Acceptance of Important Conditions**

No deviation, whatsoever is permitted by the Owner, to the provisions of the Bid Documents listed in ITB Clause 27.7. The Bidders are

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advised that while making their Bid proposals and quoting prices, these conditions may appropriately be taken into consideration.

Bidders are required to furnish a certificate indicating their compliance to the provisions relating to the clauses listed in ITB Clause 27.7. The certificate duly signed and stamped by the bidder is to be furnished in a separate sealed envelope. Any bid not accompanied by such certificate in a separate sealed envelope shall be rejected by the Owner and returned to the Bidder without being opened.

i) Alternate Proposals

Bidders based on their experience, capabilities, patented research and development work etc., in addition to a base proposal, may offer alternate proposal(s), for reasons of economy or better performance. But in all such cases, the base proposal shall be strictly in line with the requirements as stipulated in the Bid Documents and only such base proposal shall be considered for the purposes of evaluation of the proposals. Should the bid by the successful Bidder contain such alternate proposal then the Owner, at his discretion, may accept the same at the time of award of Contract.

14.0 SUBMISSION OF BIDS

14.1 The Bidder shall submit the bid as prescribed in Clause No 14.3 of Part B.

14.2 Signing of Bids

- i) The Bid must contain the name, and places of business of the person or persons making the bid and must be signed and sealed by the Bidder with his usual signature.
- ii) The names and designations of all persons signing should also be typed or printed below the signature.
- iii) Bid by a partnership firm must be furnished with full names of all partners and be signed with the partnership name, followed by the signature and designation(s) of the authorised partner(s) or other authorised representative(s).
- iv) Bid(s) by Corporation/Company must be signed with the legal name of the Corporation/Company and by the President, Managing Director or by the Secretary or other person or persons authorised to bid on behalf of such Corporation/Company in the matter.

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- v) A bid by a person who affixes to his signature the word 'President', 'Managing Director', 'Secretary', 'Agent' or other designation without disclosing the details concerning the principal on whose authority he is signing the bid will be rejected.
- vi) Satisfactory evidence of authority / power of attorney of the person(s) signing on behalf of the Bidder shall invariably be furnished with the bid.
- vii) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- viii) Erasures or other changes in the Bid document including the proposal document shall be over the initials of the persons signing the Bid.
- ix) Bids not conforming to the above requirements of signing may be disqualified.

14.3 Procedure for submission of bids

- (i) The Bidder shall seal the original and each copy of the bid in separate envelopes duly marking the envelopes as "ORIGINAL BID" and "COPY NO [number]". The bid security/earnest money furnished in accordance with ITB Clause 12.0 shall be sealed in a separate envelope duly marking the envelope as "BID SECURITY/EARNEST MONEY". The Certificate Regarding Acceptance of Important Conditions as per Clause 13.2.1(h) duly signed and stamped by the Bidder, shall also be sealed in a separate envelope.
- (ii) The bid shall be submitted in separate sealed envelopes as described below:

Envelope No. 1 This envelope shall be superscribed with

‘Unpriced Technical Bid’

and shall contain the unpriced bid comprising bid covering letter and schedules Covered under Bid Proposal sheets and complete write up and various information pertaining to Qualifying requirements.

Envelope No. 2 This envelope shall be superscribed with

‘Unpriced Commercial Proposal’

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This shall contain unpriced commercial proposal of the bid giving commercial Terms and conditions not showing the price but with all other details. This shall contain the Price Schedule but without Price.

Envelope No. 3 This envelope shall be superscribed with

'Bid Security/Earnest Money'

and shall contain Bid Security / Earnest Money.

Envelope No. 4 This envelope shall be superscribed with

'The Certificate Regarding Acceptance of Important Conditions'

and shall contain Certificates Regarding Acceptance of Important Conditions.

Envelope No. 5 This envelope shall contain a CD Rom having complete offer in soft copy' for Execution of the job.

Envelope No. 6 This envelope shall be superscribed with

'Price Bid'

and shall contain Price proposal in respect of all the requirements as per the bid documents.

(iii) The outside of each envelope should also indicate clearly the name of the bidder and his address. In addition, the left hand corner of the envelope or container should indicate the name of the package and the BID DOCUMENT NO. '**DBPL-CG-2x600 MW-DOMESTIC COAL-01.**

(iv) All bid documents shall be addressed to:

Chief General Manager, Techno-Commercial
DB Power Limited
Third Floor, Express Towers,
Nariman Point, Mumbai-400021

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- (v) The Bidder has the option of sending the bids by courier or registered post or submitting the bids in the person and shall ensure that the Bid shall reach to the Owner by the date and time stipulated. Submission of Bids by Fax/Telex/e-mail will not be accepted.
- (vi) The Owner reserves the right to reject any bid which is not submitted according to the instructions stipulated above.
- (vii) **Cutting in the Bid:** The bid shall preferably not contain any cutting, erasures, overwriting etc. If any error is made while preparing the bid, the Bidder will cut the error and write separately with his signatures instead of erasing or overwriting.

15.0 DEADLINE FOR SUBMISSION OF BIDS

- 15.1 Bids must be received by the Owner at the address specified under ITB Clause 14.3 (i) not later than the time and date stated in the IFB. In the event of the specified date for submission of bids being declared a holiday for the Owner, the bids will be received, up to the appointed time on the next working day.
- 15.2 The Owner may, at its discretion, alter this deadline for submission of bids by amending the Bid documents in accordance with ITB Clause 11.0, in which case all rights and obligations of the Owner and Bidders will thereafter be subject to the deadline as altered.

16.0 LATE BIDS

- 16.1 Any bid received by the Owner after the bid submission deadline prescribed by the Owner, pursuant to ITB, clause 15.0, may be rejected and returned unopened to the Bidder.

17.0 VALIDITY OF BID

- 17.1 Bid shall remain open for acceptance by the Owner for a period of Six (6) months from the last date of submission of the Bid. During this period the Bidder shall not withdraw or amend his Bid. A bid valid for a shorter period may be rejected by the Owner as being non-responsive.
- 17.2 Notwithstanding Clause 17.1 above, the Owner may obtain the Bidder's consent to extend the validity period of his Bid, as required. The request and response thereto shall be made in writing. If a Bidder accepts to extend the period of validity, the bid security/earnest money shall also be suitably extended. The Bidder may refuse the request without forfeiting its bid security/earnest money. The Bidder accepting the request will not be permitted to modify his Bid.

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18.0 MODIFICATION AND WITHDRAWAL OF BIDS

- 18.1 The Bidder may modify or withdraw its bid after submission, provided that written notice of the modification or withdrawal is received by the Owner prior to the deadline prescribed for bid submission.
- 18.2 Other provisions concerning the marking and dispatch of bid modifications shall be in accordance with ITB clause 14.
- 18.3 The Bidder wishing to withdraw its bid shall notify the Owner in writing prior to the deadline prescribed for bid submission. The notice of withdrawal shall
 - a) be addressed to the Owner at the address specified and
 - b) bear the IFB number, and the words "BID WITHDRAWAL NOTICE." Bid withdrawal notices received after the bid submission deadline will be ignored and the submitted bid will be deemed to be a validly submitted bid.
- 18.4 No bid will be withdrawn during the period between the bid submission deadline and the expiration of the bid validity period. Withdrawal of a bid during this period may result in the Bidder's forfeiture of its bid security/earnest money.

19.0 BID PRICE

- 19.1 The Bidder shall quote in his bid the rate for each item as indicated in the Price bid, of Section-II for the scope of works covered under the Bid Documents, which shall be firm and final. In respect of taxes & duties, the relevant clause of section-II of bid document shall remain applicable.

20.0 BID CURRENCIES

- 20.1 Prices shall be quoted in Indian Rupees only.

21.0 QUANTITIES

- 21.1 The quantity for each item is not indicated in the Price bid and the same shall be as per site requirement and the Owner shall make the payment based on actual quantity for each item during execution.
- 21.2 The Owner also reserves the right to split and to entrust the order to one or more bidders. The bidder shall agree to supply part quantities/ scope of work ordered on him at the rates/price mentioned in his bid and accepted by the Owner.

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22.0 SPARE PARTS

NOT USED

23.0 CONTRACT QUALITY ASSURANCE

NOT USED

24.0 MAINTENANCE TOOLS AND TACKLES

NOT USED

25.0 OPENING OF BIDS BY OWNER

25.1 The Owner will open all bids in the presence of bidders' representatives who choose to attend the opening at the time, on the date and at the place specified in clause 14.3(i) of ITB. Bidders' representatives shall sign a register as proof of their attendance. In the event of the specified date for the opening of bids being declared a holiday for the Owner, the bids will be opened at the appointed time on the next working day.

25.2 Bidders' names, the presence or absence of requisite bid security/earnest money and other such details as the Owner, at its discretion, may consider appropriate, will be announced at the opening. Late bids and/or bids not accompanied by the 'Certificate Regarding Acceptance of Important Conditions' in a separate sealed envelope and/or Bids not accompanied by requisite bid security/earnest money in a separate sealed envelope will be rejected and returned unopened to the Bidder.

25.3 The Owner will prepare minutes of meeting of the bid opening.

26.0 CLARIFICATION OF BIDS

26.1 During bid evaluation, the Owner may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered or permitted.

27.0 PRELIMINARY EXAMINATION OF BIDS

27.1 The Owner will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

27.2 The Owner will determine to its satisfaction whether the Bidders are qualified to satisfactorily perform the Contract in terms of the qualifying requirements stipulated in clause 6.0 of IFB and clause 13.2.1 of ITB.

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- 27.3 The determination will take into account the Bidder's financial, technical and production capabilities, delivery/commissioning schedule, in particular its contract, work in hand, future commitments and current litigation. It will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder along with its bid, as well as such other information as the Owner deems necessary and appropriate.
- 27.4 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the Bidder does not accept the correction of errors, its bid will be rejected and the bid security/earnest money will be forfeited.
- 27.5 The Owner may waive any minor informality, nonconformity or irregularity in a bid that does not constitute a material deviation, whether or not identified by the Bidder in deviation sheet of its bid, and that does not affect the relative ranking of any Bidder as a result of the technical and commercial evaluation, pursuant to ITB clauses 28.0 and 29.0.
- 27.6 Prior to the detailed evaluation, the Owner will determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the Bid documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the Bid documents without material deviations, objections, conditionalities or reservations. A material deviation, objection, conditionality or reservation is one (i) that affects in any substantial way the scope, quality or performance of the contract; (ii) that limits in any substantial way, inconsistent with the Bid documents, the Owner's rights or the successful Bidder's obligations under the contract; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting substantially responsive bids.
- 27.7 No deviation, whatsoever, is permitted by the Owner to the provisions relating to the following clauses (Important Conditions):
- 27.7.1 Arbitration (Clause 8.12 of Section-II, Part A).
 - 27.7.2 Force Majeure Conditions (Clause 8.9 of Section-II, Part A).
 - 27.7.3 Insurance (Clause 8.4 of Section-II, Part A).
 - 27.7.4 Validity of Bids (Clause 17.0 of ITB, Part-B)
 - 27.7.5 Consent to Assignment (Annexure- D)

SECTION – I PART-B	2 X 600 MW Super Thermal Power Plant Bid document for Supply of Domestic Coal	Page 16 of 19
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27.8 The Owner's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by the Owner and may not subsequently be made responsive by the Bidder by correction of the nonconformity.

28.0 TECHNICAL EVALUATION

The Owner will carry out a detailed evaluation of the bids previously determined to be substantially responsive in order to determine whether the technical aspects are in accordance with the requirements set forth in the Bid documents. In order to reach such a determination, the Owner will examine and compare the technical aspects of the bids on the basis of the information supplied by the bidders, taking into account the requirement specified in the bid documents.

29.0 COMMERCIAL EVALUATION

29.1 The Owner 's commercial evaluation of a bid will take into account, in addition to the bid prices indicated in Price Schedules, the following costs and factors that will be added to each Bidder's bid price in the evaluation using pricing information available to the Owner, in the manner and to the extent indicated in ITB clause 29.2 and in the Technical Specifications:

- a. the cost of all quantifiable deviations and omissions from the contractual and commercial conditions and the Technical Specifications as identified in deviation sheet of the bid.
- b. the extra cost of work, services, facilities etc, required to be provided by the Owner or third parties.

29.2 Pursuant to ITB clause 29.1, the following evaluation methods will be followed:

a. Technical and Commercial Deviations

The evaluation shall be based on the evaluated cost of fulfilling the Contract in compliance with all commercial, contractual and technical obligations under this Bid document. In arriving at the evaluated cost, the price for withdrawal of deviations shown in deviation sheet of the bid will be used if necessary. If such a price is not given, the Owner will make its own assessment of the cost of such a deviation for the purpose of ensuring fair comparison of bids.

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b. Work, services, facilities etc. to be provided by the Owner

Where bids include the undertaking of work or the provision of services or facilities by the Owner in excess of the provisions allowed for in the Bid documents, the Owner shall assess the costs of such additional work, services and/or facilities during the duration of the contract. Such costs shall be added to the bid price for evaluation.

30.0 AWARD OF CONTRACT

- 30.1 During examination of bids, DBPL will determine to its satisfaction whether the bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract in terms of the qualifying requirements stipulated in clause 7.0 of IFB and clause 13.2.1(e) of ITB and in terms of the job requirements as stipulated Section-II of bid documents.
- 30.2 The determination will take into account the bidder's financial, technical and production capabilities, in particular its contracts, work in hand, future commitments and current litigation. It will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder along with its bid, as well as such other information as DBPL deems necessary and appropriate.
- 30.3 An affirmative determination will be a prerequisite for award of the Contract to the bidder. A negative determination will result in rejection of the bidder's bid, in which event DBPL will proceed to the next lowest evaluated bid to make a similar determination of that bidder's capabilities to perform satisfactorily.
- 30.4 The capabilities of the vendors and sub-contractors proposed to be used by the lowest evaluated bidder will also be evaluated for acceptability. Their participation should be, confirmed with a letter of intent between the parties, as needed.

31.0 AWARD CRITERIA

- 31.1 DBPL will award the Contract to the successful bidder whose bid has been determined to be substantially responsive and to be the lowest evaluated bid, further provided that the bidder is determined to be qualified to perform the Contract satisfactorily.
- 31.2 The mode of contracting with the successful bidder will be as per stipulations outlined in the above terms and conditions.

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32.0 OWNER’S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

32.1 The Owner reserves the right to accept or reject any or all the bids or cancel/ annul the bidding process and reject all bids at any time prior to award of contract, at its sole discretion without assigning any reason whatsoever, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner’s action. No further correspondence or explanation shall be entertained in this regard and no bidder or prospective bidder shall have any claim arising out of such action.

32.2 The bidder is expected to examine all instructions, forms, terms, specifications and other information in the Bid documents. Failure to furnish all information required by the Bid documents or submission of a bid not substantially responsive to the Bid documents in every respect will be at the bidder's risk and may result in rejection of its bid.

33.0 NOTICES

Unless otherwise stated in the Bid Documents/Contract/Order, all notices to be given shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, telegraph, telex, facsimile or Electronic Data Interchange (EDI) to the address of the relevant party with the following provisions:

Any notice sent by cable, telegraph, telex, facsimile or EDI shall be confirmed within two (2) days after dispatch by notice sent by airmail post or special courier, except as otherwise specified in the Contract.

Any notice sent by airmail post or special courier shall be deemed (in the absence of evidence of earlier receipt) to have been delivered ten (10) days after dispatch. In proving the fact of dispatch, it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and conveyed to the postal authorities or courier service for transmission by airmail or special courier.

Any notice delivered personally or sent by cable, telegraph, telex, facsimile or EDI shall be deemed to have been delivered on date of its dispatch.

Either party may change its postal, cable, telex, facsimile or EDI address or addressee for receipt of such notices by ten (10) days’ notice to the other party in writing.

Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the contract.

DB POWER LIMITED

SECTION – I

PART – C

ANNEXURES

ANNEXURES TO SECTION-I, PART-C	 DB POWER LIMITED	Specification No.
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ANNEXURE – A

PROFORMA OF LETTER OF UNDERTAKING

IFB No. _____

Ref. No.....

Date.....

D B Power Limited,
6, Dwarka Sadan,
Press Complex,
MP Nagar, Zone-I,
Bhopal – 462011

Dear Sirs,

I/We* have read and examined the following bid documents relating to the..... (full scope of work).

- i) Invitation For Bids, Instructions to Bidders, General Conditions of Contract for Supply, Supervision / Erection / Testing / Commissioning, and Special Conditions of Contract.
- ii) Technical Specification No.....

I/We* hereby submit our Bid and undertake to keep our Bid valid for a period of Six (6) months from the last date of submission of bids i.e. up to..... I/We* hereby further undertake that during the said period I/We* shall not vary/alter or revoke my/our Bid.

Should this Bid be accepted, I/We* also agreed to abide by and fulfil all the terms and conditions provided in the above mentioned Bid Documents.

.....

WITNESS

(Signature along with Seal of Co.)

Signature.....

Name.....

Date.....

(Duly authorised to sign the Bid on behalf of the Contractor)

Name & Address.....

Designation.....

Tel. No.....

Name of Co.....

(* Strike out whichever is not applicable)

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Annexure – B

Proforma of Bank Guarantee for Bid Security

**(To be stamped in accordance with Stamp Act,
if any, of the Country of the issuing Bank)**

Ref.: Bank Guarantee no. _____
Dated _____

To

D B Power Limited,
6, Dwarka Sadan,
Press Complex,
MP Nagar, Zone-I,
Bhopal – 462011

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. _____,
M/s. _____ having its Registered / Head
Office at _____ (hereinafter called the 'Bidder' which
expression shall unless repugnant to the subject or context include its administrators,
executors and permitted assigns) wish to participate in the said bid for [Name of Contract
Package] _____

As an irrevocable Bank Guarantee against Bid Security for an amount of(*)
..... valid upto (**) from (***)
..... required to be submitted by the Bidder as a condition precedent for
participation in the said bid which amount is liable to be forfeited on the happening of any
contingencies mentioned in the Bidding Documents.

We, the [Name of the Bank]
..... having our Head Office at
..... (#) Guarantee and undertake to pay
immediately on demand by(hereinafter called the 'Owner' which
expression shall repugnant to the subject or context include its administrators, executors)
..... the amount of (*) Without any
reservation, protest, demand and recourse. Any such demand made by the 'Owner' shall be
conclusive and binding on us irrespective of any dispute or difference raised by the 'Bidder'.

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This Guarantee shall be irrevocable and shall remain valid upto (**)
 If any further extension of this guarantee is required, the same shall be extended to such
 required period on receiving instructions from the 'Bidder' on whose behalf this guarantee is
 issued.

In witness where of the Bank, through its authorized officer, has set its hand and stamp on
 this day of 2010... .. at

WITNESS:

.....
 (Signature)

.....
 (Signature)

.....
 (Name)

.....
 (Name)

.....
 (Official Address)

.....
 (Designation with Bank Stamp)

- NOTE:
1. (*) The amount shall be as specified in the Bid documents.
 (**) This shall be a period of Six (6) months from the last date of
 submission of the Bid + 45 days
 (***) This shall be the last date of submission of the Bid.
 (#) Complete mailing address of the Head Office of the Bank to be given.
 2. The Stamp Paper of appropriate value shall be purchased in the name of
 guarantee issuing Bank.

ANNEXURES TO SECTION-I, PART-C	 DB POWER LIMITED	Specification No.
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Annexure – B1

Proforma of Bank Guarantee for Bid Security in case of Bid from Joint Venture

**(To be stamped in accordance with Stamp Act,
if any, of the Country of the issuing Bank)**

Ref.: Bank Guarantee no. _____
Dated _____

To

D B Power Limited,
6, Dwarka Sadan,
Press Complex,
MP Nagar, Zone-I,
Bhopal – 462011

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No. _____,
M/s. _____ having its Registered / Head
Office at _____ and M/s.
_____ having its registered / head office at
_____ (hereinafter called the 'Bidder' which expression shall unless
repugnant to the subject or context include their administrators, executors and permitted
assigns) wish to participate in the said bid for [Name of Contract Package]

As an irrevocable Bank Guarantee against Bid Security for an amount of(*)
..... valid upto (**). from (***)
..... required to be submitted by the Bidder as a condition precedent for
participation in the said bid which amount is liable to be forfeited on the happening of any
contingencies mentioned in the Bidding Documents.

We, the [Name of the Bank]
..... having our Head Office at
..... (#) guarantee and undertake to pay
immediately on demand by (hereinafter called the 'Owner' which
expression shall unless repugnant to the subject or context include its administrators and
executors) the amount of (*) without
any reservation, protest, demand and recourse. Any such demand made by the 'Owner' shall

SECTION-I PART-C	2 X 600 MW Super Thermal Power Plant Bid document for Supply of Domestic Coal	4 of 14
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ANNEXURES TO SECTION-I, PART-C	 DB POWER LIMITED	Specification No.
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be conclusive and binding on us irrespective of any dispute or difference raised by the 'Bidder'.

This Guarantee shall be irrevocable and shall remain valid upto (***)
 If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from the 'Bidder' on whose behalf this guarantee is issued.

In witness where of the Bank, through its authorized officer, has set its hand and stamp on this day of 2010 at

WITNESS:

<p>..... (Signature)</p> <p>..... (Name)</p> <p>..... (Official Address)</p>	<p>..... (Signature)</p> <p>..... (Name)</p> <p>..... (Designation with bank Stamp)</p>
--	---

- NOTE: 1. (*) The amount shall be as specified in the Bid documents.
 (***) This shall be a period of Six (6) months from the last date of submission of the Bid + 45 days.
 (***) This shall be the last date of submission of the Bid.
 (#) Complete mailing address of the Head Office of the Bank to be given.
2. The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank.

ANNEXURES TO SECTION-I, PART-C	 DB POWER LIMITED	Specification No.
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Annexure – C

(On Non-Judicial Stamp Paper of Appropriate Value)

**FORM OF JOINT VENTURE AGREEMENT BETWEEN M/s. AND
M/s.**

BID DOCUMENT No. Date.....

THIS Joint Venture Agreement executed on this day of two thousand and..... between M/s., a company incorporated under the laws of and having its Registered Office at (hereinafter called the 'Partner -1,' which expression shall include its successors, executors and permitted assigns) and M/s., a Company incorporated under the laws ofand having its Registered Office at (hereinafter called the 'Partner-2', which expression shall include its successors, executors and permitted assigns) for the purpose of making a bid and entering into the Contract (in case of award) against Bid Document no.for package for 1320 MW Thermal Power Plant of M/s. D B Power Limited, a company incorporated under the Company's Act, 1956 and having its Registered Office at 6, Dwarka Sadan, Press Complex, MP Nagar, Zone-I, Bhopal – 462011 (hereinafter called the 'Owner').

WHEREAS the 'Owner' invited bids for.....Package vide its Bid Document no. for package for 1320 MW Thermal Power Plant (hereinafter called the "Plant").

AND WHEREAS Item no. 12.7.1 e (x) of Instruction to Bidders (ITB) stipulates that in case of joint venture between two or more firm, the Bidder shall provide along with the bid, a Joint Venture Agreement as per this format in which the Partners in the Joint Ventures are jointly and severally liable to the 'Owner' to perform all the contractual obligations.

AND WHEREAS the bid has been submitted to the 'Owner' vide proposal no. dated based on the Joint Venture Agreement being these presents and the bid have been signed jointly by both the Partners and submitted to the 'Owner'.

NOW THIS INDENTURE WITNESSETH AS UNDER:

In Consideration of the above premises and agreements, both the Partners to this joint venture do hereby now agree as follows: -

1. The responsibilities and obligations of each of the Partners of the Joint Venture shall be delineated in ***Appendix – I** to this Agreement. It is further agreed by the Partners that the above sharing of responsibilities and obligation shall not in any way be a limitation of joint and several responsibilities of the Partners under the Contract or under this Agreement.

SECTION-I PART-C	2 X 600 MW Super Thermal Power Plant Bid document for Supply of Domestic Coal	6 of 14
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ANNEXURES TO SECTION-I, PART-C	 DB POWER LIMITED	Specification No.
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2. In consideration of the award of the Contract by the 'Owner' to the Joint Venture, we, the Partners to the Joint Venture Agreement do hereby agree that "Partner-1" (M/s.) shall act as the Lead Partner for and on behalf of the Joint Venture and further declare and confirm that we, "Partner-1" and "Partner-2" shall jointly and severally be bound unto the 'Owner' for the execution of the Contract in accordance with the Contract terms and shall be jointly and severally liable to the 'Owner' to perform all the contractual obligations including the technical guarantees. Further, the Lead Partner is authorized to incur liabilities and receive instructions for and on behalf of any and all Partners of the Joint Venture and the entire execution of the Contract, including receiving of all payments from the 'Owner' and we acknowledge and accept that any payment made to the "Partner-1" shall be deemed to have been made to the Joint Venture.
3. In case of any breach of the said Contract by any of the Partners of the Joint Venture Agreement, the other Partner(s), hereby agree to be fully responsible for the successful performance of the Contract in accordance with the terms of the Contract.
4. Further, if the 'Owner' suffered any loss or damage on account of any breach of the Contract or any shortfall in the performance of the completed Equipment in meeting the Performance Guarantee parameters as per Specifications of the Contract and "Partner-1" failure to make good such loss, 'Partner-2' of these presents undertakes to promptly make good such loss or damage caused to the 'Owner', on its demand without any demure. It shall not be necessary or obligatory for the 'Owner' to proceed against the 'Partner-1' to these presents before proceeding against the 'Partner-2'.
5. The financial liability of the Partners of this Joint Venture Agreement to the 'Owner' with respect to any and all claims arising out of the performance or non-performance of the Contract shall, however, be not limited in any way so as to restrict or limit the liabilities of either of the Partners.
6. We further agree that in any arbitration between 'Owner' and Joint Venture relating to the Contract, the Joint Venture shall always be represented by the Lead Partner only and the arbitration proceedings shall not be influenced or concerned with any disputes which we, the Partners of the Joint Ventures may have with each other. Any award or orders passed against the Joint Venture in any arbitration proceedings under the Contract shall be binding, jointly and severally, on both of us.

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7. In case of an award of Contract, we, the Partners to the Joint Venture Agreement, do hereby agree that we shall furnish the various Bank Guarantees from a Bank in favour of 'Owner' for a value as stipulate under the Contract and this shall be in the name of all Partners of the joint venture.
8. This Joint Venture Agreement shall be construed and interpreted in accordance with the Laws of India and courts of Delhi shall have the exclusive jurisdiction in all matters arising thereunder.
9. It is further agreed that the Joint Venture Agreement shall be irrevocable and shall form an integral part of the Contract and shall continue to be enforceable till the 'Owner' discharges the same. It shall be effective from the date first mentioned above for all purposes and intents.

IN WITNESS WHEREOF, the Partners to be Joint Venture Agreement have, through their authorized representatives, executed these present and affixed Common Seals of their respective companies on the day, month and year first mentioned above.

(Partner-1)

Common Seal of M/s_____ has
been affixed in my / our presence pursuant to Board
of Directors Resolution dated.....

Signature

Name.....

Designation.....

Common Seal.....

(Partner-2)

Common Seal of M/s_____ has
been affixed in my / our presence pursuant to Board
of Directors Resolution dated.....

Signature

Name

Designation.....

Common Seal.....

Note:

*To be incorporated by the Partners suitably.

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[ON Non-Judicial 100 Rupees stamp paper]

ANNEXURE - D

CONSENT TO ASSIGNMENT

Date: _____

To:

DB Power Limited

6, Dwarka Sadan,
Press Complex,
M. P. Nagar,
Zone-1,
Bhopal 462 011

And

SBICAP Trustee Company Limited
Khetan Bhavan, 5th Floor,
198, J. T. Road,
Churchgate,
Mumbai - 400020

Dear Sirs,

Sub: Consent to Assignment of [insert reference to underlying contract]

We, _____, a _____, having its [principal / head / registered] office at _____, refer to the [*name of the agreement between the Contactor and the Company*] executed between ourselves and DB Power Limited, a company incorporated in India under the Companies Act, 1956 (1 of 1956), with its registered office at 6, Dwarka Sadan, Press Complex, M. P. Nagar, Zone-1, Bhopal 462 011 (the "**Company**") on the [•] day of [•], [•] a contract pursuant to which [*BRIEF DESCRIPTION OF THE CONTRACT*] (the "**Contract**", which expression shall include all amendments thereto).

We understand that the Company has availed/ is proposing to avail certain financing facilities from various banks and financial institutions and has entered into various financing and security documents with State Bank of India (the "Phase-I Project Lenders") and IDBI Bank Ltd (the "Phase-II Project Lenders") pursuant to which the Phase-I Lenders and Phase-II Lenders respectively have agreed to finance the construction and setting up of the coal based Thermal Power Plant of 2 x 600MW capacity in village : Badadarha, Tehsil: Dabhra, District : Janjgir-Champa, in Chhattisgarh (INDIA). We acknowledge that availing of such financial facilities from the Phase-I and Phase-II Lenders would inter alia enable the Company to perform its obligations under the Contract. We have been informed by the Company that in consideration of, and to secure such financing from the Lenders, the Company has agreed to

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assign all its rights, title, interest, benefits, claims and demands whatsoever in the Contract, duly acknowledged and consented to by us, in favour of SBICAP Trustee Company Ltd, in its capacity as security trustee for the Lenders (the "**Security Trustee**", which expression shall be deemed to include the trustees for the time being and its successors and assigns), for the benefit of the Lenders.

In consideration of the aforesaid premises and to enable the Company to avail the financing facilities from the Lenders, we hereby acknowledge, agree and confirm:

1. irrevocably to the first ranking assignment by way of security by the Company of all its rights, title, interest, benefits, claims and demands in the Contract, in favour of the Security Trustee and further acknowledge that the Company has granted to the Security Trustee the right to enforce and exercise the security interest created in its favour, act in place of the Company and/or replace the Company upon the occurrence of any event of default by the Company under the Phase-I Financing Documents;
2. that upon the occurrence of any event of default by the Company under the terms of the Contract, we shall, prior to enforcing our right to terminate the Contract, provide written notice to the Security Trustee and further give reasonable time to the Security Trustee to cure such default;
3. that upon the occurrence of any event of default under the Contract or the Financing Documents, the Security Trustee or their nominee(s) or a receiver shall be entitled to substitute the Company under the Contract ("**Substituted Entity**") and exercise all rights and remedies of the Company under the Contract;
4. that upon receipt of a notice of substitution from the Security Trustee, we: (i) will accept and adhere to all notices and instructions from the Lenders or their consultants; and (ii) will not accept any further notices and instructions provided by the Company;
5. that we shall do all such acts, deeds and things and enter into such deeds, documents, instruments and writings as are required in connection with substitution of the Company as stated above;
6. that upon substitution of the Company as stated above, we shall recognise the Substituted Entity as having replaced the Company under the Contract and shall perform all our obligations under the Contract; and the Substituted Entity shall have the right to make demands and exercise all rights and remedies of the Company under the Contract;
7. that any and all amounts due and payable by us to the Company, if any, under or pursuant to the Contract, shall be paid directly into the bank account '*DB Power Limited - Trust and Retention Account*' established by the Company.

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8. that the Substituted Entity shall not be liable for any default or dues of the Company prior to the date of the substitution and the Company shall continue to remain liable to us for all such dues; and
9. that the Security Trustee is the true and lawful attorney-in-fact of the Company to do, perform and exercise all things, acts and rights on behalf of and for the account of the Company.

All references to the term "Lenders" shall mean each lender providing financial assistance to the Company (including their assignees, transferees, novatees and any acceding lender under the Financing Documents), acting through their trustee or agent, and all references to the term "Financing Document" or any other contract or instrument is a reference to that Financing Document or other contract or instrument as amended, extended, novated, supplemented, replaced or restated.

Any disputes in relation to this Consent to Assignment shall be subject to courts and tribunals at Bhopal, India and shall be governed by Indian law.

Yours faithfully,

For [name of the counterparty to
the concerned project document]

[name, designation and signature of
Authorized signatory]

Note: -

- 1. The format is subject to change depending upon the requirements of Lender's Legal Counsel.**

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ASSIGNMENT OF CONTRACT

This agreement is exclusive to the Parties and the Parties shall not assign its rights and benefits hereunder except with mutual consent which should not be unreasonably withheld by the other party.

However, notwithstanding anything contained in this agreement, the Party shall be entitled to assign its rights, interest and benefits at any time to its lenders or lenders representative as security, provided that the party has entered into the Financing Agreement with the lenders or lenders representative.

With the assignment of this contract in favour of lenders or lenders representative the other party shall acknowledge, agree and confirm:

10. That company by way of first ranking assignment, assign all its rights, title, interest, benefits, claims and demands in the Contract, in favour of the lenders or lenders representative and further acknowledge that the Company has granted to the lenders or lenders representative the right to enforce and exercise the security interest created in its favour, act in place of the Company and/or replace the Company upon the occurrence of any event of default by the Company under the Financing Agreements;
11. that upon the occurrence of any event of default by the Company under the terms of the Contract, we shall, prior to enforcing our right to terminate the Contract, provide written notice to the lenders or lenders representative and further give reasonable time to the lenders or lenders representative to cure such default;
12. that upon the occurrence of any event of default under the Contract or the Financing Agreements, the lenders or lenders representative or a receiver shall be entitled to substitute the Company under the Contract ("**Substituted Entity**") and exercise all rights and remedies of the Company under the Contract;
13. that upon receipt of a notice of substitution from the lenders or lenders representative, we: (i) will accept and adhere to all notices and instructions from the Lenders or their consultants; and (ii) will not accept any further notices and instructions provided by the Company;
14. that we shall do all such acts, deeds and things and enter into such deeds, documents, instruments and writings as are required in connection with substitution of the Company as stated above;
15. that upon substitution of the Company as stated above, we shall recognise the Substituted Entity as having replaced the Company under the Contract and shall perform all our obligations under the Contract; and the Substituted Entity shall have the right to make demands and exercise all rights and remedies of the Company under the Contract;
16. that any and all amounts due and payable by us to the Company, if any, under or pursuant to the Contract, shall be paid directly into the bank account 'DB Power Limited - Trust and Retention Account' established by the Company.
17. that the Substituted Entity shall not be liable for any default or dues of the Company prior to the date of the substitution and the Company shall continue to remain liable to us for all such dues; and
18. that the Security Trustee is the true and lawful attorney-in-fact of the Company to do, perform and exercise all things, acts and rights on behalf of and for the account of the Company.

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All references to the term "Lenders or Lenders Representative" shall mean each lender providing financial assistance to the Company (including their assignees, transferees, novatees and any acceding lender under the Financing Agreements), acting through their trustee or agent, and all references to the term "Financing Agreement" or any other contract or instrument is a reference to that Financing Agreement or other contract or instrument as amended, extended, novated, supplemented, replaced or restated.

PAYMENT THROUGH LETTER OF CREDIT

- 100% payment shall be made through Letter of Credit (LC). LC's shall be opened as per the delivery schedule and the payment milestone agreed in the contract.
- LC's shall be USANCE in nature however all interest and Usance charges shall be borne by DBPL.
- Usance period may vary from LC to LC dependent upon the financial arrangement which DBPL might avail during the period of implementation. However the maximum Usance period shall not exceed beyond 1080 days.
- Vendor shall be required to furnish all documents from time to time as may be required by the LC opening bank for discounting/rollover of the LC's.
- All LC's shall be non- recourse Letter of Credit for the Vendors.

REQUIREMENTS FOR LC DISCOUNTING

1. KYC of the Vendor
2. Vendor required to open current account with the Discounting Bank
3. Signature verification of the Authorized signatory (from Vendor's side)
4. BOE for upto 1080 days Usance, BOE can be in multiples of 90 days and above to cumulatively add upto 1080 days (Dependent upon the financial tie-up of DBPL).
5. Covering letter addressed to discounting bank for Negotiating documents.
6. One set of photocopy of documents(Cover Invoice and Invoice) to be sent to Site and one set to Accounts department at Mumbai.
7. 15 days time required by Finance to process and pay bills after approval from Site and Accounts department.

Documents Required under LC Payment

Supply Invoice:

- a) 1 Set of Original + 3set of copies of invoices
- b) 1 set of original + 3 copies of LR/GR/RR
- c) 3 copies of Test Certificates, wherever applicable
- d) Excise invoice (duplicate for transporters copy) for claiming CENVAT

Any other documents which may be required by the discounting bank on case to case basis.

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VENDOR DETAILS

Particulars	
Name	
Address	
Contact No.	
E-mail ID	
Status	Individual / HUF / Partnership Firm / Co
PAN No.	
Service Tax No.	
Excise Registration No.	
VAT No.	
CST No.	
Memorandum and Articles of Association	
Authorised Signatory and their Signature Verification	
For Payment purpose other than LC	
Beneficiary Name	
Name of the Bank	
Address of the Bank	
Account No.	
Account Type	Current Account/TRA/CC/Others
IFS Code	