

DB POWER LIMITED



**2X600 MW THERMAL POWER PROJECT AT
VILLAGE BARADARHA, DISTRICT – JANJGIR-CHAMPA IN
STATE OF CHHATTISGARH (INDIA)**

BIDDING DOCUMENT

FOR

**SALE OF 06 nos. OF 400 KV LILO LINE TOWERS INCLUDING ALL
ACCESSORIES**

DATED: 25th AUGUST, 2014

SECTION – I

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INVITATION FOR BIDS (IFB)

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PART – A

INVITATION FOR BIDS (IFB)

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D B POWER LIMITED

INVITAION FOR BIDS (IFB)

FOR

Sale of 06 nos. of 400 KV LILO Line Towers including all accessories

(DOMESTIC COMPETITIVE BIDDING)

1.0 DB Power Limited invites sealed bids from eligible bidders in two parts (i.e. Part – I: Techno commercial bid and Part – II: Price Bid) from reputed 400 KV transmission line contractors for Sale of 06 (six) nos. of Towers & all accessories on as and where is basis of 400 KV LILO Line which is installed for the project of 2 x 600 MW coal based thermal Power Plant of DB Power Limited at Village-Baradarha, Tehsil-Dabhra, District- Janjgir-Champa, Chhattisgarh, as per scope of work mentioned hereinafter.

2.0 Scope of Work: The brief scope of Work is as under:


The brief scope of work under the subject package includes Sale of Towers of 400KV LILO line on as and where is basis including dismantling of 06 (Six) nos. of existing D/C, 400 K.V Transmission tower along with conductor, earth wire, insulator, hardware and their accessories. After dismantling of tower and all accessories, transportation of material to their location will be done by the bidder at their own arrangement, risk and cost.

Out of total 6 nos. of towers L-1 tower exist in Kotra village, L-2, L-3 and L-4 towers are in Kurmapali village and L-5 and L-6 Towers are exist in Jamnapali (Gorra) village in Raigarh district, State-Chhattisgarh.

3.0 Detailed specifications and scope are given in the bidding documents, which are available on our website (www.diliigentpower.com) from 20.08.2014.

Cost of Bid Documents	Nil
Earnest Money / Bid Security	Rs. 5,00,000/- (Rupees Twenty Lakhs Only)
Mode of payment	Demand Draft / Pay order/Bank guarantee in favour of DB Power Limited, payable at Mumbai.
Bid Documents	Bid documents shall be available on our website (www.diliigentpower.com) from 20.08.2014

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Last date for Bid submission	10.09.2014 up to 2.30 PM	
Bid Opening date and time	10.09.2014 (3.00 PM)	
Contact Person	Pravash Kumar Biswal AVP, Techno-Commercial DB Power Limited Naman Corporate Link 3rd Floor C-31, G-Block, BKC, Bandra (E) Mumbai- 400 051.	
Contact Details	Tel: +91 22 39306000 (Board), +91 22 39306021 (Direct) E Mail : pravash.biswal@dbpower.in / Shriram.katkade@dbpower.in	
For further details please visit our website www.diligentpower.com		

4.0 All bids must be accompanied by Bid Security/ Earnest Money for an amount of Rs.5,00,000/- (Rupees Five lacs Only) either in bid currency or in US Dollars equivalent to Indian Rs.5,00,000/- (Rupees Five lacs Only) in the form of Bank Guarantee as per the Performa of Bid Guarantee attached in Section-I, Conditions of Contract 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.

5.0 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.

6.0 A complete set of Bidding Documents may be available on our website. Bids shall be submitted and opened at the address given in Clause 3 above in the presence of Bidders' representatives, who choose to attend at the following address;

DB Power Limited
Naman Corporate Link | 3rd Floor | C-31, G-Block,
BKC, Bandra (E) | Mumbai- 400 051.

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INSTRUCTIONS TO BIDDERS (ITB)

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INSTRUCTIONS TO BIDDERS (ITB)

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PART – B : INSTRUCTIONS TO BIDDERS (ITB)

1.0 INTRODUCTION:

- 1.1 DB Power Limited (DBPL), a group company of Bhaskar Group is setting up a coal based Thermal Power Plant of of 2 x 600 MW coal based thermal Power Plant of DB Power Limited at Village-Baradarha, Tehsil-Dabhra, District- Janjgir-Champa, Chhattisgarh), as per scope of work mentioned hereinafter.
- 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 bidding documents to satisfy the Owner's requirements.

2.0 SCOPE OF WORK:

- 2.1 The brief scope of work under the subject package includes sale of Towers of 400KV LILO line on as and where is basis including dismantling of 06 (Six) nos. of existing D/C, 400 KV Transmission tower including conductor, earth wire, insulator, hardware and their accessories. After dismantling of tower and all accessories, transportation of material to their location will be done by the bidder at their own arrangement, risk and cost.

Out of total 6 nos. of towers L-1 tower exist in Kotra village, L-2, L-3 and L-4 towers are in Kurmapali village and L-5 and L-6 Towers are exist in Jamnapali (Gorra) village in Raigarh district, State-Chhattisgarh.

- 2.2 Scope of work under Bid Document shall be single point 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. Preparatory activities including scaffoldings required to be performed to carry out the work.

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- c. All necessary services required to complete the dismantling activities in accordance with the relevant requirements.
- d. Any item(s), though not covered in the specification/ drawing/ schedule but are required for reliability and safety as per good engineering practice shall be deemed to be included in the scope of work.
- e. All wastage of material, their carriage/ cartage.
- f. Furnishing of documents and signing the contract document.

Offer not covering the above entire scope of work are liable to be treated as incomplete and will accordingly be declared from further consideration.

3.0 PROJECT COMPLETION SCHEDULE

All the work complete in all respect needs to be completed by bidder within 2-3 month from the Effective date of Award/ Notice to proceed.

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 the Owner shall bear no liability whatsoever on such costs and expenses.

5.0 CONTENT OF BIDDING DOCUMENT

5.1 The Bidding Document comprise two Volumes/ Sections designated as:

Section-1 :

- Part A : Invitation for Bid (IFB)
- Part B : Instructions to Bidder (ITB)
- Part C : Special Conditions of Contract (SCC)

Section - 2 : HWbJW`GdYVZVhcb`#GWdYcZKcf_.

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

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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.

6.0 CLARIFICATION OF BIDDING DOCUMENT

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Owner in writing at the Owner's mailing address indicated in clause 7.0 below. The Owner will respond in writing to any request for clarification or modification of the bidding documents that it receives no later than fifteen (15) days prior to the deadline for submission of bids prescribed by the Owner. Written copies of the Owner'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 bidding documents.

7.0 ADDRESS FOR COMMUNICATION

Pravash Kumar Biswal AVP, Techno-Commercial DB Power Limited Naman Corporate Link 3rd Floor C-31, G-Block, BKC, Bandra (E) Mumbai- 400 051.
Tel: +91 22 39306000 (Board), +91 22 39306021 (Direct)
E Mail : pravash.biswal@dbpower.in / Shriram.katkade@dbpower.in

8.0 BIDDER TO INFORM HIMSELF FULLY

8.1 Local Conditions

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.

No request will be considered for clarifications from the Owner 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. The Owner 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 the Owner. The

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Owner 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.

8.2 Site Condition

8.2.1 The Bidder is advised to visit and examine the Site where the facilities are to be dismantled and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a Contract. 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 the Owner 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 the Owner 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.

9.0 Any Visit to project site with reference to para 8.1 and 8.2 above should be with advance intimation to the Owner (at least ten days before the proposed date for the visit) and with prior arrangement with the Owner.

9.1 The Bidder shall be deemed, prior to submitting his Bid, to have:

9.1.1 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;

9.1.2 satisfied itself as to the nature of the work and materials necessary for the execution of the Works;

9.1.3 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 Contract;

9.1.4 inspected and examined the Site and its surroundings and carried out such surveys as it considers necessary;

9.1.5 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

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associated with the transport of labour and all necessary canteen, messing and accommodation facilities or the like required for the completion of the Works.

10.0 GENERAL

Any information provided in the Bid Document obtained from the Owner shall not in any way relieve the Contractor from his responsibility to supply/execute the Goods/Works in accordance with the Specifications including all detail and supply of all accessories or apparatus which may not have been specifically mentioned in the Specification or drawings, but otherwise necessary to ensure complete erection and successful, safe and efficient commercial operation of the Plant.

11.0 AMENDMENT OF BIDDING DOCUMENTS

11.1 At any time prior to the deadline for submission of bids, the Owner may, for any reason whether at its own initiative or in response to a clarification requested by a prospective Bidder, amend the bidding documents.

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. 4.0 of Part A, Invitation for Bids (IFB), either in Bid currency or in US Dollars. If the bid price is quoted in more than one currency, the bid security/earnest money shall be in US Dollars.

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.

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- c) If the Bidder does not withdraw any deviation listed in deviation sheets at the cost of withdrawal indicated by him.
- 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 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 the Owner shall be written in English language.

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/ Annexures/ 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 alongwith its sub-paras referred) above in a separate sealed envelope.
- 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).
- e) **Bidder's Qualification**

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The Bidder shall submit the documentary evidence of the Bidder's qualifications to perform the contract, if its bid is accepted.

- (f) Bids submitted by a Joint Venture of two or more firms as Partners, if comply with following requirements:
 - a) The bid shall include all the information described above for each Joint Venture partner.
 - b) The bid shall be signed so as to be legally binding on all the partners of the Joint Venture.
 - c) One of the partners shall be designated as Leader; this authorisation shall be evidenced by submitting with the bid a power of attorney signed by legally authorised signatories of the Joint Venture partners. The bid shall be signed by the leader so as to be legally binding on all partners.
 - d) The Leader shall be authorized to receive instructions for and on behalf of any and all partners of the Joint Venture and the entire execution of the contract, including payment, shall be done exclusively with the Leader.
 - e) All partners of the Joint venture shall be liable jointly and severally for the execution of the Contract in accordance with the contract terms.
 - f) An agreement entered into by the Joint Venture Partners as per the format enclosed herewith as **Annexure-C** provided in the Bidding Documents shall be submitted with the bid.

g) Deviations

Deviations, if any, from Section-I and Section-II of Bidding 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 bidding documents.

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.

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13.3 The Bidder shall submit his Bid strictly in accordance with the Specification and terms and conditions set out in the Bid Document. The bid shall be submitted as per procedure laid down in Clause 14.0 below.

13.4 If the Bidder gives any wrong or misleading information in his Bid, the Owner will reserve the right to reject such Bid.

13.5 The Bid submitted shall become the property of the Owner with no obligation to return the same to the Bidder.

14 SUBMISSION OF BIDS

14.1 The Bidder shall prepare an original and Two (2 copies/sets of the bid clearly marking each one as “Original Bid”, “Copy No. 1”, “Copy no.2”, etc, as appropriate in sealed envelopes as prescribed in Clause No 14.3.

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) 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.
- v) Satisfactory evidence of authority / power of attorney of the person(s) signing on behalf of the Bidder shall invariably be furnished with the bid.
- vi) The Bidder's name stated on the proposal shall be the exact legal name of the firm.
- vii) Erasures or other changes in the Bid document including the proposal document shall be over the initials of the persons signing the Bid.

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viii) 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 Techno Commercial Bid’ for Sale of 06 (six) nos. of Towers & all accessories on as and where is basis of 400 KV LILO Line which is installed for the project of 2 x 600 MW coal based thermal Power Plant of DB Power Limited at Village-Baradarha, Tehsil-Dabhra, District- Janjgir-Champa, Chhattisgarh),

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

Envelope No. 2 This envelope shall be superscribed with

“ ‘Bid Security/Earnest Money’ for Sale of 06 (six) nos. of Towers & all accessories on as and where is basis of 400 KV LILO Line which is installed for the project of 2 x 600 MW coal based thermal Power Plant of DB Power Limited at Village-Baradarha, Tehsil-Dabhra, District- Janjgir-Champa, Chhattisgarh),

Envelope No. 3 This envelope shall be superscribed with “ ‘Price Bid’ for Sale of 06 (six) nos. of Towers & all accessories on as and where is basis of 400 KV LILO Line which is installed for the project of 2 x 600 MW coal based thermal Power Plant

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of DB Power Limited at Village-Baradarha, Tehsil-Dabhra, District- Janjgir-Champa, Chhattisgarh),

(iii) All bid documents shall be addressed to:

AVP, Techno-Commercial
DB Power Limited
Naman Corporate Link | 3rd Floor | C-31, G-Block,
BKC, Bandra (E) | Mumbai- 400 051.

- iv) 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.
- (v) The Owner reserves the right to reject any bid which is not submitted according to the instructions stipulated above.

15 DEADLINE FOR SUBMISSION OF BIDS

15.1 Bids must be received by the Owner at the address specified under ITB 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.

16 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 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.

18 MODIFICATION AND WITHDRAWAL OF BIDS

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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 BID PRICE

The Bidder shall quote in his bid the total price for the entire scope of works covered under the Bid Documents as required in the Bid Price Proposal Sheets, which shall be firm and final.

20 BID CURRENCIES

Prices shall be quoted in Indian Rupees only.

21 QUANTITIES

21.1 The quantities of items indicated in Section-II are only provisional and the Owner reserves the right of revising the same at the time of bid evaluation/ pre award stage.

21.2 The Owner also reserves the right to split the quantities and to entrust the order to one or more bidders. The bidder shall agree to supply part quantities ordered on him at the rates/price mentioned in his bid and accepted by the Owner.

22 SPARE PARTS

Not Applicable

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23 CONTRACT QUALITY ASSURANCE

At the time of Award of Contract, the detailed Quality Assurance Programme to be followed for the execution of the Contract will be mutually discussed and agreed to and such agreed programme shall form a part of the Contract.

24 MAINTENANCE TOOLS AND TACKLES

Not Applicable

25 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 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 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 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.

INSTRUCTION TO BIDDERS		SECTION - I
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27.3 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.

27.4 Conversion to Single Currency

To facilitate evaluation and comparison, the Owner will convert all bid prices expressed in the amounts in various currencies in which the bid price is payable to Indian Rupees at the Bills Selling Exchange Rate established by State Bank of India at the date of Opening of Bids.

28 TECHNICAL EVALUATION

28.1 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 bidding 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.

29 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 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 functional guarantees of the facilities offered.
- c. the extra cost of work, services, facilities etc, required to be provided by the Owner or third parties.

30 AWARD OF CONTRACT

30.1 In the absence of pre-qualification, during preliminary examination of bids as indicated in ITB above, the Owner will determine to its satisfaction whether the Bidder selected as having submitted the lowest evaluated responsive bid is qualified to satisfactorily perform the Contract.

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

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examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder alongwith its bid, as well as such other information as the Owner 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 the Owner 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 subcontractors 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 AWARD CRITERIA

The Owner 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.

32 OWNER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS

The Owner reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, 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.

33 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,

INSTRUCTION TO BIDDERS		SECTION - I
		PART- B

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.

ANNEXURES TO INSTRUCTION TO BIDDERS	 DB POWER LIMITED	SECTION - I
		PART - B

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)

ANNEXURES TO INSTRUCTION TO BIDDERS	 DB POWER LIMITED	SECTION - I
		PART - B

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'.

ANNEXURES TO INSTRUCTION TO BIDDERS	 DB POWER LIMITED	SECTION - I
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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 INSTRUCTION TO BIDDERS	 DB POWER LIMITED	SECTION - I
		PART - B

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 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 INSTRUCTION TO BIDDERS	 DB POWER LIMITED	SECTION - I
		PART - B

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.

ANNEXURES TO INSTRUCTION TO BIDDERS	 DB POWER LIMITED	SECTION - I
		PART - B

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.

ANNEXURES TO INSTRUCTION TO BIDDERS	 DB POWER LIMITED	SECTION - I
		PART - B

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.

ANNEXURES TO INSTRUCTION TO BIDDERS	 DB POWER LIMITED	SECTION - I
		PART - B

ANNEXURE- E

PROFORMA OF BANK GUARANTEE FOR ADVANCE PAYMENT

(To be stamped in accordance with Stamp Act If any, of the country of the issuing Bank)

Ref. _____

Bank Guarantee No. _____

Date _____

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

Dear Sirs,

In consideration of DB Power Limited (hereinafter called the 'Owner' which expression shall unless repugnant to the subject or context include its administrators, executors and permitted assigns) having awarded to M/S _____ having its Registered office at _____ (hereinafter called the 'Contractor' which expression shall unless repugnant to the subject or context include its administrators, executors and permitted assigns) a contract No. _____ dated _____ valued at Rs. _____ for _____ (Scope of Work) (hereinafter called the 'Contract') and the 'Owner' having agreed to make an advance payment to 'Contractor' for performance of the above 'Contract' a sum of Rs. _____/- (Rupees _____ only) payment representing ____ of the Contract value of Rs. _____/- (Rupees _____ only) in terms of the said 'Contract'. We _____ (Name of the bank & address) do hereby covenant and agree with you as follows:

1. We hereby undertake to indemnify you and keep you indemnified to the extent of the sum of Rs. _____/- (Rupees _____ only) from and against all losses and damages that may be caused to or suffered by you in relation to the advance payment paid by you to the 'Contractor' as aforesaid by reason of any default or defaults on the part of the 'Contractor' in due supply and commissioning of the 'Goods' (as defined in the above 'Contract') or carrying out any works under the said 'Contract' in respect of which such advance payment as aforesaid has been made by you to the 'Contractor' or otherwise in the observance and performance of any of the terms and conditions relating there to in accordance with the true intent and meaning thereof and in the event of any default or defaults on the part of the 'Contractor' as aforesaid, we shall forthwith on demand pay to you any sum or sums not exceeding in the total of the said sum of Rs. _____/- (Rupees _____ only) as may be claimed by you from the 'Contractor' by way of refund of such advance payment or any portion or otherwise as your losses and/or damages by reason of such default or defaults on the part of the 'Contractor' as aforesaid without demur or without reference to 'Contractor'.
2. Notwithstanding anything to the contrary, we agree that your decision as to whether the 'Contractor' has made any such default or defaults and the amount or amounts to which you are entitled by reasons thereof, will be binding on us and we shall not be

ANNEXURES TO INSTRUCTION TO BIDDERS	 DB POWER LIMITED	SECTION - I
		PART - B

entitled to ask you to establish your claim or claims under this Guarantee but shall pay the same forthwith without any objection or excuse.

3. We undertake to pay to you any money so demanded from time to time notwithstanding any dispute or disputes raised by the 'Contractor' in any suit or proceeding pending before any court of Tribunal or arbitration relating thereto, our liability under these presents being absolute and unequivocal.
4. The Payment (s) so made by us under this guarantee, shall be a valid discharge of our liability for payment hereunder. This guarantee will also be discharged upon return of its original to us.
This guarantee shall come into force simultaneously with your making the said advance payment to the 'Contractor' and shall not be revoked by us any time during its currency without your previous consent in writing.
5. Unless extended, this guarantee shall remain in force till _____ (*) provided however that, should it be necessary to extend, we shall extend forthwith the period of this guarantee on your request through the Contractor till such time as may be required by you.
6. You will have fullest liberty without affecting this guarantee to postpone for anytime or from time to time any of your rights or power against the 'Contractor' and either to enforce or forebear to enforce any of the terms or conditions of the said 'Contract' and we shall not be released from our liability under this guarantee by the exercise of your liberty with reference to the 'Contractor' any variation or modification of the said 'Contract' or any other forbearance, act or omission on your part or any indulgence shown by you to the 'Contractor' or by any variation or modification of the said 'Contract' or any other act, matter, or thing whatsoever which under the law relating to sureties would, but for the provisions hereof, have the effect of so releasing us from our liability hereunder. Provided always that nothing herein contained will enlarge our liability hereunder beyond the limit of Rs. _____/- (Rupees _____ only) as aforesaid or extend the period of this guarantee beyond the said period unless extended in writing in terms of clause 5 thereof.
7. In order to give full effect to the guarantee herein contained you shall be entitled to act as if we were your principal debtors in respect of your claims against the 'Contractor' under this 'Contract', hereby guaranteed by us as aforesaid and we hereby expressly waive all our surety ship and other rights if any, which are in any way inconsistent with the above or any other provisions of this guarantee.
8. Subject to the maximum limit of our liability as aforesaid this guarantee will cover your claim or claims against the 'Contractor' under this 'Contract' from time to time arising out of or in relation to your such advance payment to the 'Contractor' aforesaid and in respect of which your demand or notice in writing be issued to us before the date of expiry of this guarantee mentioned above.
9. This guarantee and the power and provisions herein contained are in addition to and not by way of limitation of or substitution for any other guarantee or guarantees hereto given to you by us (whether jointly with other or alone) and now existing un-cancelled and that this guarantee is not intended to and shall not revoke or limit such guarantee or guarantees.
10. This guarantee shall be a continuing guarantee and shall not be discharged by any change in the constitution of the 'Contractor' or ourselves, nor shall it be affected by any change in your constitution or by any amalgamation or absorption thereof or

SECTION - I PART - B	2 X 600 MW Super Thermal Power Plant Bid document for Disposal of 400 KV LILO Line	Page 10 of 12
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ANNEXURES TO INSTRUCTION TO BIDDERS	 DB POWER LIMITED	SECTION - I
		PART - B

therewith but will ensure for and be available to and enforceable by the absorbing or amalgamated company or concerns. We shall not revoke this guarantee during currency, except with your prior consent in writing or upon return of this Bank Guarantee in original.

11. Unless a claim or demand is made on us in writing on or before @ _____ all your rights shall be forfeited and we shall stand released and discharged from our liability hereunder.
12. We have power to issue this Guarantee in your favour and the undersigned, who are executing this Guarantee have the necessary power to do so on behalf of the Bank under the _____ Act, _____.
13. Notwithstanding anything contained herein above:
 - a) our liability under this Bank Guarantee shall not exceed Rs. _____/- (Rupees _____ only).
 - b) this Bank Guarantee shall be valid only upto _____ (*) or upto the period extended under clause 5 whichever is later; and
 - c) we are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ @.

WITNESS

Signature

Signature

Name

Name

Address.....

Address.....

(Designation with Bank Stamp)

(Designation with Bank Stamp)

Attorney as per Power Of Attorney No. _____

Date _____

(*) The date will be the scheduled date of commissioning of the 'Goods' at Site as per the above said 'Contract'.

@ The date will be ninety (90) days after the scheduled date of Commissioning of the 'Goods' at Site as per the above said 'Contract'.

Note:

- 1) The Stamp paper of appropriate value shall be purchased in the name of the Bank who issues the "Bank Guarantee".
- 2) The said Bank Guarantee should be issued either:

ANNEXURES TO INSTRUCTION TO BIDDERS		SECTION - I
		PART - B

- a. By a reputed bank located in the country of Employer and acceptable to the Employer, or
 - b. 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
 - c. By a Public Sector Bank in the country of Employer
- 3) All banks except public sector banks of the Employer's country shall have with overall international corporate rating or rating or long term debt not less than A- (A minus) or equivalent by a reputed rating agency.

SECTION – I

PART – C

SPECIAL CONDITIONS OF CONTRACT (SCC)


SECTION – I

PART – C

SPECIAL CONDITIONS OF CONTRACT (SCC)

CONTENTS

Sl. No.	DESCRIPTION
1.0	TERMS OF PAYMENTS

SPECIAL CONDITIONS OF CONTRACT	 DB POWER LIMITED	SECTION - I
		PART - C

PART - C

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract.

1.0 TERMS OF PAYMENT

Bidder to pay the 100 % of the Total Sale Value including taxes in advance within 30 days after ward of contract. Clearance shall be given by DBPL after receipt of complete advance of payment for dismantling of Tower.

SECTION – II

OVERALL CONTENTS

PART - A	:	Scope of work
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SCOPE OF WORK	 DB POWER LIMITED	SECTION -II
		PART-A

SECTION – 2

PART-A

SCOPE OF WORK

- Scope of work:** - Scope of work includes Sale of Towers of 400KV LILO line on as and where is basis which includes dismantling of 06 (Six) nos. of existing D/C, 400 K.V Transmission tower including conductor, earth wire, insulator, hardware and their accessories. After dismantling of tower and all accessories, transportation of material to their location will be done by the bidder at their own arrangement, risk and cost.

The details of material to be dismantled are-

SI No.	Description	UOM	Qty
1	Tower material	MT	185
2	Insulators		
(i).	120 KN	Nos.	1035
(ii).	160 KN	Nos.	1380
3	Conductor	KM	22
4	Earthwire	KM	4
5	Hardware Fitting		
(i).	Double suspension insulator string	Sets	18
(ii).	Tension insulator string	Sets	36
(iii).	Suspension pilot insulator string	Sets	9
6	Conductor Accessories		
(i).	Twin bundle spacer	Nos.	180
(ii).	Twin rigid spacer	Nos.	84
(iii).	Vibration damper for conductor	Nos.	168
7	Earthwire Accessories		
(i).	Tension clamp	Nos.	12
(ii).	Suspension clamp	Nos.	6
(iii).	Vibration damper for earthwire	Nos.	32
(iv).	Copper bond	Nos.	18
8	Tower Accessories		
(i).	Danger plate	Nos.	6
(ii).	Phase plate	Sets	6
(iii).	Number plate	Nos.	6
(iv).	Circuit plate	Sets	6
(v).	Anti climbing device	Nos.	6

SCOPE OF WORK	 DB POWER LIMITED	SECTION -II
		PART-A

2. **Location:-** Out of 6 towers L-1 exist in Kotra village, L-2, L-3 and L-4 are in Kurmapali village and L-5 and L-6 are exist in Jamnapali (Gorra) village in Raigarh district, State- Chhattisgarh.

3. **Reason for construction:-** The DBPL LILO line [existing between 10/4 (tower of our dedicated line) and T-5 (Power Grid existing tower)] was earlier constructed to feed start-up power for our 2x600 MW Power Plant. Now, DBPL have established their 2x600 MW Thermal power project as well as 400 KV DC dedicated Transmission Line from DBPL to 765/400 KV PGCIL p/s at Basia, to evacuate the power. The LILO line is disconnected from the main line and now safely can be dismantled.