



UDANGUDI POWER CORPORATION LIMITED  
(A Joint Venture of TNEB & BHEL)

144, Anna Salai,  
TNEB Complex,  
Chennai – 600 002.

**CORRIGENDUM**

Tender Specification No.CEO/UPCL/Specn.No.04/2010-11

Name of work	Last date for Sale of tender	Last date and time for Submission of bid	Techno Commercial Bid Opening date and time
Offering Engineering Consultancy & Owner's Engineer Services for establishing 2x800MW Udangudi Super Critical Thermal Power Project (A CDM Project) in Tuticorin District, Tamil Nadu.	19.08.2010 17.00 Hrs	20.08.2010 14.00 Hrs	20.08.2010 14.30 Hrs

For any details refer the tender specifications available at the websites [www.udangudipower.com](http://www.udangudipower.com), [www.tnebnet.org](http://www.tnebnet.org), [www.bhel.com](http://www.bhel.com). Any other queries may be clarified with the undersigned in person or by phone.

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President & Chief Executive Officer

**QUERIES RAISED BY LAHMEYER INTERNATIONAL (INDIA) PVT. LTD. , GURGAON**

**SPECIFICATION NO: CEO/UPCL/SPECN NO. 04/2010-2011**

**Scope of work:**

Offering Engineering Consultancy & Owner's Engineer Services for establishing 2 x 800 MW Udangudi Super Critical Thermal Power Project (A CDM Project) at Udangudi in Tuticorin District, Tamil Nadu.

<b>Sl. No.</b>	<b>Reference clause of tender document</b>	<b>Existing provision</b>	<b>Bidder's query</b>	<b>UPCL's clarification</b>
1.	BQR Clause No. 1.4, Point 4.0 and 5.0 Page 12	The Indian subsidiary of any foreign company who is participating in the tender based on the credentials of the foreign company shall produce a MOU/ authorization certificate from the parent company to the effect that the bidder is an Indian subsidiary company and they will provide all necessary technical assistance to the Indian subsidiary for the entire duration of the project. In case of consortium the total number of consortium partners including the prime bidder shall not be more than two. Consortium partners individually or jointly should fulfill the requirement Sl. 1.1 and 1.2. The prime bidder	If an Indian subsidiary of a foreign company is qualifying in the tender based on the strength of the foreign company or consortium partner, please confirm the minimum scope and site man-months to be delivered by the foreign company/ consortium partner under this assignment to ensure the active participation of foreign company/ consortium partner.	As per specification

Sl. No.	Reference clause of tender document	Existing provision	Bidder's query	UPCL's clarification
		<p>must comply the requirement of SI 3 as well. The consortium partners must enter into an agreement indicating the responsibility of each in concurrence with their past experience and the copy of the agreement has to be submitted along with the bid.</p>		
2.	<p>Service Tax Clause No. 2.12.1 Page 21</p>	<p>Service tax if applicable shall be admitted by the corporation upon furnishing of ST Code, registration no. and ST account no. in the invoice. As per latest guide lines, 10.30% Service Tax inclusive of education cess on service tax on the consultancy services shall be admitted. However service tax rates are subject to statutory variation. For the delayed completion of services attributable to the contractor, the increase in service tax if any will be to the account of the contractor.</p>	<p>Please confirm if new taxes, duties &amp; levies are imposed by the statutory authorities within the contract period or during the period of delay (in case such delay is not attributable to the Consultant), the same shall be borne by UPCL.</p>	<p>Confirmed</p>

Sl. No.	Reference clause of tender document	Existing provision	Bidder's query	UPCL's clarification
3.	Special Conditions  Clause No.2.17.4, Page 22	Site office, Office equipments, accommodation and other requirements if any should be borne by the contractor only.	Please confirm that the land for the site office along with water and power connection at one point in the land demarcated for site office shall be provided by UPCL free of cost to the Consultant.	As per specification. Land for site office will be provided by UPCL on chargeable basis.
4.	Penalty for Defective Work  Clause No. 2.21, Page 23	The consultants will be responsible for any defective work caused due to errors in design and drawings, quality of supervision, time delay, etc. including consequential loss on this account to UPCL subject to maximum of 10% of the total value of consultancy contract apart from the other terms and conditions including LD clause.	As a standard practice, the Owner's Engineer reviews the drawings and documents of the BTG and BoP Contractors during the execution of the project to ensure adequateness for the functional requirement, reliability, availability, maintainability and efficiency of all plant and equipment in compliance to relevant codes, standard and project objectives to based on the agreed Contract documents. However this should not absolve BTG and BoP Contractors of their obligations to ensure correctness of the drawings/ documents. Therefore ensuring correctness of the deliverables will be responsibility of the respective BTG and BoP Contractor.	As per specification