

**UDANGUDI POWER CORPORATION LTD.,
(A Joint Venture of TNEB & BHEL)**

TENDER SPECIFICATION FOR

ENGINEERING CONSULTANCY & OWNER'S ENGINEER SERVICES FOR 2x800MW UDANGUDI SUPER CRITICAL THERMAL POWER PROJECT (A CDM PROJECT) IN TUTICORIN DIST, TAMIL NADU.

SPECIFICATION NO:CEO/UPCL/Specn No. 01/2009-2010

LAST DATE FOR BID SUBMISSION: 14.00 HRS ON 27.05.2009.
TENDER OPENING DUE ON: 14.30 HRS ON 27.05.2009.

Office of the
President & Chief Executive Officer,
Udangudi Power Corporation Ltd.,
TNEB Complex,
144, Anna Salai,
Chennai – 600 002

INVITATION FOR BID

Name Of the Work : Engineering Consultancy & Owners Engineer For Udangudi Super Critical Thermal Power Project –2x800MW (A CDM PROJECT) in Tuticorin District, Tamil Nadu.

For and on behalf of Udangudi Power Corporation Ltd., sealed tenders are invited in triplicate under Open Tender-Two part system for the following work:-

- 1) Description of work : (i) Engineering consultancy and owners engineer services for the Udangudi Super critical Thermal Power Project (2 x 800 MW) (A CDM Project) in Tuticorin District, Tamil Nadu.
- 2) Specification No. : CEO/UPCL/SPEC NO :01/2009-2010
- 3) Earnest Money Deposit: : Rs.1,00,000/= (Rupees One lakh only)
- 4) Last date for Submission: **27.05.2009 upto 14.00 hrs.**
of Bid
- 5) Date & Place of Opening: **27.05.2009 at 14.30 hrs.**
of Tender (Techno commercial bid)
Office of the President & Chief Executive Officer, Udangudi Power Corporation Limited, TNEB Complex, 144 Anna Salai, Chennai – 600 002. If the due date happens to be a holiday, the tender will be received & opened on the next working day.
- 6) Validity of offer : 90 days from the date of opening.
- 7) Method of submission of: Open tender-Two Part System
tender
- 8) Number of tender offer : In Triplicate
copies to be furnished
- 9) Place of Sale of Tender: President & Chief Executive Officer
Specification & TNEB Complex, 144, Anna Salai,
Clarification to be sought Chennai – 600 002.
from

- 10) a) Sale of specification: 24.04.2009 at 11.00 Hrs.
will commence on
- b) Closing date for Sale: 26.05.2009 upto 17.00 Hrs.
of tender
- 11) Date and time of closing the 26.05.2009 up to 17.00 Hrs
sale of tender specification:
Note: Tenders submitted without EMD
will not be opened.
- 12) Date & Time of pre-bid 16.05.2009 at 11.00 Hrs
meeting:
Tender Inviting Authority: President & Chief Executive Officer
Udangudi Power Corporation Limited,
TNEB Complex, 144, Anna Salai,
Chennai – 600 002.
- 13) e-mail : usctpp@gmail.com
Phone Nos : 044-28515511
044-28544304
Fax No : 044-28544305
Website : www.udangudipower.com

INDEX

<u>SI.NO.</u>	<u>DESCRIPTION</u>	<u>Page No</u>
---------------	--------------------	----------------

SECTION – I - INSTRUCTION TO BIDDERS

1. GENERAL		1
2. SCOPE OF SERVICES		1
3. EARNEST MONEY DEPOSIT		1
4. SCHEDULE FOR RECEIPT & OPENING OF BID		2
5. BID QUALIFICATION REQUIREMENT		2
6. SALE OF TENDER SPECIFICATION		3
7. SUBMISSION OF TENDER		3
8. OPENING OF TENDER		5

SECTION –II – COMMERCIAL TERMS AND CONDITIONS

1. GENERAL		7
2. PRICE		7
3. VALIDITY OF TENDERS		7
4. PAYMENT TERMS		8
5. PERIOD OF CONTRACT		10
6. FORCE MAJEURE		10
7. LIQUIDATED DAMAGES		11
8. SECURITY DEPOSIT		11
9. SALES TAX/SERVICE TAX		12
10. JURISDICTION FOR LEGAL PROCEEDINGS		12
11. ARBITRATION		12
12. SPECIAL CONDITIONS		12
13. DEVIATIONS OF TENDER		13
14. REJECTION OF TENDERS		13
15. EVALUATION OF TENDER		14

SECTION –III – TECHNICAL SPECIFICATION

1. SCOPE OF WORK		15
2. SCHEDULE OF FEES		25
3. ANNEXURE I (BG FORMAT FOR SECURITY DEPOSIT)		29
4. ANNEXURE II (UNDERTAKING FOR LEGAL PROCEEDINGS)		33

SECTION –I

INSTRUCTION TO BIDDERS

Name Of the Work : Engineering Consultancy & Owners Engineer services For Udangudi Super Critical Thermal Power Project –2x800MW (A CDM PROJECT) in Tuticorin District, Tamil Nadu.

UDANGUDI POWER CORPORATION LIMITED

- 1.0 General:** On behalf of Udangudi Power Corporation Ltd Separate sealed competitive bid under "Two Part" system on Open tender is invited in triplicate for Consultancy services to prepare the Tender specification for EPCC (Engineering, Procurement and Construction Contract), attending the pre-bid meeting at site, Evaluation of Bids and offering post contract services including project management services for the establishment of 2x800 MW, coal based super critical thermal power project at Udangudi in Tuticorin District, Tamil Nadu **Due on : 27.05.2009 at 14.00 hrs.**

1.1 Scope of Services

Consultancy services for preparation of specification for Balance of Plant excluding for Main plant including the civil works under EPCC (Engineering, Procurement and Construction Contract) under single or multiple packages (Five), Attending the pre-bid meeting with tenderers and preparing reply to the queries raised by the tenderers , Evaluation of Bids and assisting Udangudi Power Corporation Ltd., for award of EPC contract for the various packages for this project including the main plant interfacing with different agencies for different packages & offering Post contract services, assisting Udangudi Power Corporation Ltd., in finalizing the equipments sizing and selection, scrutinizing the Quality Assurance Plan, Drawings and Design basis reports to be supplied by the contractor and recommending to Udangudi Power Corporation Ltd., for approval, attending the review meetings, selection of sub-vendors / sub-contractors for approval by Udangudi Power Corporation Ltd.,, carrying out pre-inspection at vendors premises for selective critical items as requested by Udangudi Power Corporation Ltd.,, witnessing the PG test and analyzing the PG test report and recommending to Udangudi Power Corporation Ltd., for approval etc., and post contract project management services by posting a team of Engineers at site till commissioning of Units for establishing the proposed 2x800 MW coal based super critical power project (A CDM Project)

Specification No : CEO/UPCL/Specn No. 01/ 2009-2010.

1.2 Earnest Money Deposit : Rs.1,00,000/= (Rupees One lakh only)

1.2.1 Intending tenderers should pay the Earnest Money Deposit as specified in Invitation for Bid.

1.2.2 The EMD specified above should be in the form of Banker's Cheque or Demand Draft from any of the Nationalized/Scheduled Banks in India. The Demand Draft or the Banker's Cheque shall be drawn in favour " Udangudi Power Corporation Limited" payable at Chennai. Cheque are not acceptable towards Earnest Money Deposit.

1.2.3 The EMD of all the bidders except that of the successful bidder will be returned by Udangudi Power Corporation Ltd., after the acceptance and Award of the contract.

1.2.4 Bid not accompanied with EMD in accordance with the above provisions will be summarily rejected by the Owner.

1.2.5. No interest will be payable by Udangudi Power Corporation Ltd., on the above EMD remitted by the tenderer.

1.3 Schedule for Receipt and Opening of Bid:

- a) Tender Specification available from : 11.00 Hrs. IST on 24.04.2009.
- b) Date and time for closing of Tender specification sale : 17.00 Hrs. IST on 26.05 .2009.
- c) Date of Pre-bid meeting with tenderer : 11.00 Hrs. IST on.16.05.2009
- d) Last date and time for receipt of bids: 14.00 Hrs. IST on 27.05.2009
- e) Date and time for opening of bids : 14.30 Hrs. IST on 27.05.2009
(Techno-Commercial Bids)

(If the last day for sale / submission of bid happens to be a holiday, the next working day will be the last day for sale / submission of bids.)

1.4 Bid Qualification Requirements (BQR)

1.4.1 Bidder should have undertaken and executed OR currently executing and the project is under execution, consultancy and owner's Engineer services for the scope covered in this specification of work for at least for one coal based Thermal Power Station of capacity not less than 660 MW. A performance report in this regard should be obtained from the owner of the plant regarding the completed/ ongoing consultancy services and enclosed with tender. Necessary documentary evidence like P.O/work order issued to the tenderer for undertaking the above consultancy work shall be enclosed along with tender to prove the credentials of the tenderer for meeting the above requirement.

1.4.2 The tenderer should have an Annual turn over of not less than Rs.3 crores (Rupees three crores) in any one of the last three consecutive financial years prior to the date of opening of tender. The audited annual reports for the above three financial years should be enclosed with the bid.

1.4.3 The offers of bidders not satisfying the BQR will be summarily rejected.

1.5. PRE-BID MEETING

a. The bidder or his authorized representative is invited to attend pre-bid meeting, which will take place at the following address.

President & Chief Executive Officer,
Udangudi Power Corporation Ltd.,
TNEB Complex,
144, Anna Salai,
Chennai 600 002, Tamil Nadu, India.

b. Date and time for pre-bid meeting shall be as indicated in Notice Inviting Tenders.

c. The purpose of the pre-bid meeting will be to clarify any issues regarding the bidding documents in general.

d. The bidder is requested to submit questions in writing to reach the Owner at the address indicated above, at least before five (5) working days of the pre-bid meeting.

e. Any modification of the bidding documents which may become necessary as a result of the pre-bid conference shall be made by the Owner exclusively by issuing clarification / amendment to the bid documents and also notifying in the web site.

1.6 Submission of Tender:

1.6.1 Tender shall be furnished in sealed covers. Envelope 'A' – (Techno-Commercial bid) and Envelope 'B' (Price bid), shall be put in a sealed outer cover super scribed as

"ENGINEERING CONSULTANCY & OWNER'S ENGINEER SERVICES FOR UPCL - 2 x800 MW (A CDM PROJECT)" .

The offer should be addressed to:

The President & Chief Executive Officer, Udangudi Power Corporation Ltd., TNEB Complex, 144, Anna Salai, Chennai 600 002, Tamil Nadu, India and if handed over in person, the same shall be handed over to the O/o President & CEO, Udangudi Power Corporation Ltd., TNEB Complex, Chennai-600 002 on or before the due date and time specified above.

1.6.2 The Bidders have the option of sending the bid by Registered post, Courier or submitting the bid in person, so as to ensure that the bids are received in the UPCL office, by the date and time indicated in the SI.No.1.3 above. Bids submitted by telex/fax/telegram/e-mail etc. will not be accepted.

1.6.3 The Tender document of the Bid is divided into two parts and should be submitted in two separate sealed covers named as below:

- i. Sealed Cover- **PART I** (Envelope A): Techno commercial Bid.
- ii. Sealed Cover- **PART II** (Envelope B): Price Bid.

and duly superscribed on it the name of work, specification No. and the due date of tender with the name of the tenderer and sealed in an overall sealed envelope along with proof towards Earnest Money Deposit.

1.6.3.1 The sealed Envelopes A and B shall contain the following:

Envelope – A :

- i. Data/ Document regarding bid qualification requirements as per clause 1.4.
- ii. Technical specification, deviation from specifications and other technical details/ proposals.
- iii. Commercial terms including payment terms, liquidated damages, guarantees, financial statements and other commercial matters.
- iv. The organization chart proposed for this project in consultant office and consultant site office shall be enclosed.
- v. The contractor shall list out his experience, with documentary credentials of services rendered, proof in his offer in Envelope A.
- vi. Any other information called for in the specification other than price.

The above particulars shall be furnished in the above order super scribing the headings.

NOTE: ENVELOPE – A: SHOULD NOT CONTAIN ANY PRICE BID.

1.6.3.2 ENVELOPE – B: SHOULD CONTAIN THE PRICE BIDS. This envelope should contain only the prices quoted by the tenderer against the scope of works mentioned in the **schedule enclosed** with this specification.

1.6.3.3 "Envelope -A", and "Envelope -B" along with proof towards Earnest Money Deposit shall be enclosed in an overall envelope and this shall be sent to

reach the prescribed officer of the Corporation on or before the notified time, for the receipt of the tender as per clause 1.3.

All the pages in the Envelope A and B should be signed by the tenderer and his seal affixed below the signature. The words '**Envelope A'-(Techno Commercial bid) and 'Envelope B'-(Price bid)** shall be clearly written on the respective covers to avoid accidental opening of Price Bid during tender opening.

1.6.4 Offers not satisfying the above requirements will be **summarily rejected.**

1.6.5 Opening of Tender

1.6.5.1 The tenders will be opened at the Office of the President & Chief Executive Officer, Udangudi Power Corporation Ltd., TNEB COMPLEX, 144. Anna Salai, Chennai- 600 002 on the due date and time prescribed in the presence of such of those tenderers who may desire to be present. If the due date for tender opening happens to be a holiday, the tenders will be opened on the next working day.

1.7.5.2 The participating firms in the tender shall duly authorize the individual who attend the opening of tenders.

1.7.5.3 Envelope-A of those bidders who satisfy specification requirement will only be opened at the time notified for opening. If the bidder indicates the price in Envelope- A, the bid will not be read out and will be rejected.

1.7.5.4 The due date and time of opening of envelope-B (Price bid) will be intimated later.

1.7.5.5 If the tenderer has any doubt about the meaning of any portion of this specification, he should at once seek clarification , at least 48 hours before opening of this tender. Any clarification received after this time will not be replied.

1.7.6 Tender Inviting Authority

President & Chief Executive Officer,
Udangudi Power Corporation Ltd.,
TNEB Complex, 144. Anna Salai,
CHENNAI - 600 002, Tamil Nadu, India.

Phone No:044-28515511

Fax: 044-28544305

E-Mail

usctpp@gmail.com

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SECTION – II

COMMERCIAL AND TECHNICAL CONDITIONS

2.1 GENERAL

The scope of services for the “Consultancy & Owners Engineer Service” shall be as detailed in Section - III of this specification.

2.2 LOCATION

The proposed project will be set up at Udangudi village in Thoothukudi District, about 600 km south of Chennai and 45 km from Thoothukudi. The site is very close to existing East Coast Road from Rameswaram to Kanyakumari (SH-176). The nearest Railway station is at Thiruchendur which is about 12 km from the site. The nearest airport is at Vagaikulam, which is about 60 km from the site. The nearest seaport is Tuticorin, which is about 45 km from the site.

2.3 COMPLETENESS OF TENDER

The tender should be complete in all aspects.

The tenderer shall furnish all relevant details called for in the specification with supporting documents wherever required for considerations by Udangudi Power Corporation Ltd.,

The tenders not containing complete details as above are liable for rejection.

2.4 PRICES

- (i) Tenderers shall quote FIRM Price in Indian Rupees only.

The quoted price shall comprise of:

- (ii) Charges for offering consultancy services for establishing a 2x 800 MW coal based super critical thermal power project (A CDM Project) at the site specified and should be indicated separately as mentioned in the schedule attached to the specification.

2.5. VALIDITY OF TENDERS

Tenders should be valid for acceptance for a period of at least Ninety (90) days from the date of tender opening.

In case any bidder quotes a lower validity period than that called for, his offer shall be liable for rejection. In exceptional circumstances, the Owner may solicit the bidder's consent to an extension of the period of the validity. The request and response thereto shall be made in writing (including fax or telex).

2.6 SECURITY DEPOSIT

2.6.1 The successful bidder will have to furnish a Security Deposit of five (5) percent of the total value of the Contract price after adjusting the EMD amount already remitted for the faithful performance of the Contract in accordance with the terms and conditions specified in the Contract and in the Tender Specification.

2.6.2 The Security Deposit shall be remitted by crossed Demand Draft/ Banker's Cheque obtained from a Nationalised/ Scheduled bank of India or any reputed Foreign Bank having branches in India and drawn in favour of "Udangudi Power Corporation Limited" payable at Chennai.

2.6.3 The Security Deposit can also be furnished in the form of an irrevocable Bank Guarantee on Non-judicial stamp paper of value not less than **Rs. 80/-** as per proforma enclosed as Annexure-I obtained from any Nationalised Bank/ Scheduled Bank of India.

2.6.4 The above Security Deposit shall be furnished within **30 days** from the date of acceptance of the Purchase order failing which the EMD paid by the bidder would be forfeited besides cancellation of Contract. In the event of acceptance of Security Deposit on delay, the interest at the rate of **22%** will be levied from the date of expiry of 30 days time to the till the actual date of receipt of SD.

2.6.5 The Security Deposit Bank Guarantee shall be kept valid till successful completion of the contract, after which the Security Deposit will be returned to the Contractor. The SD paid by the contractor will not carry any interest.

2.6.6 If the owner incurs any loss or damage on account of breach of any clause mentioned above or any other cause arising out of the Contract that becomes payable by the Contractor to the Owner then the Owner will in addition to such other rights that he may have under law appropriate the whole or part of the Security Deposit and such amount that is appropriated will not be refunded to the Contractor.

2.7 PAYMENT TERMS:- (FOR THE WORK COVERED IN THE ENCLOSED SCHEDULE OF FEES) :

I. Preparation of Tender specification:

(1) Preparation Of Balance of Plant Tender Specification For Establishing The 2 x 800 MW UDANGUDI SUPER CRITICAL THERMAL POWER PROJECT (A CDM Project) Under EPC BASIS IN Single Or Multiple Packages (Five).

- a) 40% of the schedule price shall be paid on submission of draft tender specification for each of the package (10 copies).
- b) 40% of the schedule price will be paid on submission of final Tender specification for each of the package after approval by Udangudi Power Corporation Ltd., (30 copies and one soft copy).
- c) Balance 20% payment will be made after issue of LOI for all the packages/for entire plant after adjusting the Liquidated damages for the delayed portion of the work.

For the purpose of payment for each package, the lump-sum charges will be divided by the number of packages

II. Pre-contract services:

(1) Pre-bid meeting:

90% of the price quoted for each pre-bid meeting will be made on attending the meeting with all required particulars / Documents by the consultant upon certification by the Competent Engineer of Udangudi Power Corporation Ltd.,

Balance 10% will be released after award of contract for the package.

(2) Pre-bid replies

90% of the price quoted will be made based on the bills submitted along with ten copies of furnishing replies for the pre bid queries by the consultant upon certification by the Competent Engineer of Udangudi Power Corporation Ltd.,.

Balance 10% will be released after award of contract for the package.

(3) Evaluation and preparation of contract documents:

90% of the price quoted will be made on completion of works for evaluation of bids (tecno-commercial & price bid) and preparing contract documents based on the bids submitted along with ten copies of the final contract document by the consultant upon certification by the Competent Engineer of Udangudi Power Corporation Ltd.,.

For the purpose of payment for attending pre-bid meeting and preparing replies, evaluation & preparing contract documents for each packages, the lump-sum charges will be divided by the number of packages.

III.POST CONTRACT SERVICES :

For items 'a' to 'e' referred in Schedule of Fees attached to this specification

90% payment will be made on monthly pro-rata basis on the approved billing break up and bills submitted by the consultant, duly certified by Competent Engineer of Udangudi Power Corporation Ltd.,.

Balance 10% will be released after commissioning of the Unit and after satisfactory completion of work in all respects after adjusting the Liquidated damages and penalties if any for the delayed portion of the work.

Note: A team of well qualified Engineers served in Power Projects / Generating Station (minimum two executive cadre having 15 years of experience and three sub-executive cadre having 10 years of experience in the relevant field with sufficient sub-ordinate officials with expertise in specific discipline) may be deployed for monitoring the progress of works at site. The above engineers resume shall be got approved from the UPCL before posting them at site. The responsibility of the above team shall be fixed so that they have to coordinate between various contractors, monitor and report the progress of all works related to finalizing documents and drawings, follow up of field work for quality assurance, monitoring the supply position of material & equipment and to ensure that there is no slippage or delay in completion of all activity and within the scheduled period of time.

Payment will be made by Cheque on any one of the scheduled banks or their branches in Tamil Nadu as may be decided by the company from time to time. If the contractor requests for DD payment, Exchange Commission for issue of bank draft will be to the account of the tenderer. Under any circumstances no advance payment will be made by Udangudi Power Corporation Ltd.,

Offers agreeing to the above terms of payment will be preferred. Board may reject the offers with other terms of payment.

2.8 PERIOD OF CONTRACT

1. The period of contract shall be as follows:-
 - a) Preparation of Draft Tender specification for Balance of Plant :
EPC contract in single or Multiple package (five): 30 days from the date of award of contract.

b) Submission of Final Tender specification for EPC contract for all packages: within 15 days from the date of approval of draft tender specification by UPCL.

2. Consultancy work: Total 26 weeks for pre-contract services
3. Post contract services: Total 54 months from award of main plant package or till the date of commissioning of Units whichever is later.

2.9 FORCE MAJEURE

2.9.1 Neither the Contractor nor the Owner shall be considered in default in performance of its obligations hereunder if such performance is prevented or delayed for any causes beyond the reasonable control of the party affected, such as war, hostilities, revolution, riot, civil commotion, epidemic, major fires, explosions, floods, earthquakes or because of any law, order, proclamatory regulations or ordinance of Government or because of any act of God, provided notice in writing of such cause with necessary evidence that the obligation under the Contract is thereby affected or prevented or delayed, is given within 14 days from the happening of the event and in any case it is not possible to serve the notice within 14 days period, then within the shortest possible period without delay. In case the force majeure conditions prolong beyond a continuous period of 6 months, the Owner shall be entitled to decide the further course of action including revisions in the terms of Contract, if any.

2.9.2 As soon as the cause of Force Majeure has been removed, the party whose ability to perform its obligation has been affected shall notify the other party the actual delay occurred on account of such activities.

2.9.3 Although the time for completion of work shall be suitably extended (not exceeding the period during which the work was stopped on account of Force Majeure clause), such extension shall not result in any financial claim by the Contractor against the Owner or any account of such a delay for any other reason whatsoever.

2.10 LIQUIDATED DAMAGES AND PENALTIES

The delivery/completion period given in the clause "Period of contract" shall be guaranteed under liquidated damages clause given below:

2.10.1 If the Contractor fails to complete the works within the time fixed by the owner in the acceptance order of the contract or any extension thereof, the owner shall recover from the contractor as Liquidated Damages, as stipulated below :

I) Pre-contract services:

(1) Preparation Of Tender Specification For Balance of Plant Establishing The 2 x 800 MW UDANGUDI SUPER CRITICAL THERMAL POWER PROJECT (A CDM Project) Under EPC Basis in Single Or Multiple Packages (Five).

a) In case of delay in submission of the EPC tender specification (Draft / final) by the consultant beyond the time limit stipulated in the contract then 0.5% of the respective contract value will be levied as penalty for each week of delay subject to the total penalty of 10% of the Total contract price.

b) Pre-bid replies, evaluation and contract documents: If there is any delay in preparation of the above work by the consultant within the time specified in the contract., (2.8.(2) of this section) then 0.5% of respective contract price (II 'b' & 'c' of the schedule put together) will be levied as penalty for each week of delay subject to the total penalty of 10% of the Total contract price.

II. POST CONTRACT SERVICES :

If there is any delay in post contract consultancy services, activities or lack of quality or if any neglect by the consultant in the monitoring process and failure to forecast the delay to the notice of Owners (UPCL) in time is established, then 0.5% of contract value will be levied as penalty for any cited activity of subject to the total penalty will not be more than 10% of the Total contract price.

III. However the Total penalty of I & II above will not be more than 10% of the total contract price.

2.11 TAXES

2.11.01 Sales tax/Service tax :

If applicable shall be reimbursed by the corporation upon the production of documentary evidence for having paid the same.

As per latest guide lines, 10.30% Service Tax inclusive of education cess on service tax on the consultancy services shall be reimbursed against the documentary proof. However service tax rates are subject to statutory variation. For the delayed completion of services attributable to the contractor, the variation in service tax if any will be to the account of the contractor.

2.11.02 INCOME TAX:

Income Tax, as applicable will be deducted from the amount due to the contractor.

2.12 JURISDICTION FOR LEGAL PROCEEDINGS

No suit or any proceedings in regard to any matter arising in any respect under this contract shall be instituted in a Court, Save in the City Civil Court of Madras or the Courts of Small Causes at Madras. It is agreed that no other courts shall have jurisdiction to entertain any suit or proceedings even though part of the cause of action might arise within their jurisdiction. In case any part of cause of action arises within the jurisdiction of any of the courts in Tamil Nadu and not in the courts in the Chennai City, it is agreed to between the parties that such suits or proceedings shall be instituted in a court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction, even though any part of the cause of action might arise within the jurisdiction of such courts.

The bidders shall furnish an undertaking in a non-judicial stamp paper of value Rs.80/- agreeing to the above condition as per schedule furnished in Annexure-II.

2.13 ARBITRATION

Arbitration is not applicable to this contract.

2.14 SPECIAL CONDITIONS

The contractor shall list out his experience, and provide proof with documentary credentials of services rendered, in his offer in Envelope A.

The tenderers should clearly indicate their acceptance or otherwise to the following terms and conditions.

- (i) Payment of security deposit.
- (ii) Specific acceptance of UPCL's terms of payment.
- (iii) UPCL's terms of Liquidated damages for delay in completion of work or lack of quality assurance.
- (iv) Validity of tender.

If no indication is given by the tenderer in his offer it is presumed that the tenderer is agreeable to the terms and conditions of Udangudi Power Corporation Ltd., mentioned in the specification.

All information in the bid shall be in ENGLISH only. All corrections, over typing etc. in the tender should be attested. Tenderers are advised to post sufficiently early so as to ensure that the tenders reach this office in time. Tenders though posted in time but delayed in transit by post will not be considered, if received after the due date and time.

2.15 DEVIATIONS IN TENDER

Offers which conform to the specification without any deviation will be preferred. If the tenderer wants to deviate from any of the terms and conditions, the same shall be mentioned clearly.

2.16 REJECTION OF TENDERS

Tender is liable to be rejected if :

- a) Not in the prescribed form and not containing all the required details.
- b) Not properly signed by the tenderer.
- c) Received after the expiry of the due date and time.
- d) Received by telex, telegram, FAX or E-mail.
- e) Not in conformity with the Board's technical specification and is not given as a complete system but only in part.
- f) With validity period less than that specified in the specification.
- g) Incomplete and ambiguous.
- h) Received from blacklisted contractor or firm.
- i) Received from a tenderer who is directly or indirectly connected with Government services or Board's services or service of local authority.
- j) Received without the information about the soundness of the company.
- k) Received without the details of the past performance.

2.17 THE CORPORATION RESERVES THE RIGHT,

- a) Not to accept the lowest or any tender.
- b) To reject any or all the tenders without assigning any reasons thereof.
- c) To relax or waive any of the conditions stipulated in the tender specification as deemed necessary in the best interest of the Corporation for good and sufficient reasons.
- d) To revise the quantum of works/ completion period of work of any or all the items covered by this enquiry during the pendency of contract and to terminate the contract in between the agreed stipulated period.

2.18 EVALUATION AND COMPARISON OF TENDER OFFERS

- a) The evaluation shall include contract value of works with applicable sales/service tax, etc.,
- b) Assuming that there will be 10 man days for inspection and 10 man-days for PG tests, loading will be done during evaluation.
- c) In case of discrepancy between the prices quoted in words and in figures, the lower of the two shall be considered.
- d) The quoted price shall be corrected for arithmetical errors.

SECTION – III

TECHNICAL SPECIFICATION

CONSULTANCY CONTRACT FOR ESTABLISHING A COAL BASED 2 X 800 MW SUPER CRITICAL THERMAL POWER PROJECT (A CDM PROJECT) , AT UDANGUDI IN TUTICORIN DISTRICT

3. SCOPE OF SERVICES

3.1. PRE-CONTRACT SERVICES:

I. EPCC TENDER SPECIFICATION: Preparation of tender specification under EPCC (Engineering, Procurement and Construction Contract) for Balance of Plant in single or multiple packages (five) for the entire plant, **excluding Main Plant but assisting UPCL in the interfacing issues of various packages with main plant equipment ((i.e) Boiler, Turbine & Generator) vendor M/s BHEL.** Technical specification for EPC contract for the above coal based thermal power project for different packages is to be prepared based on the DPR and the scope of work for each package of each contract is to be clearly demarcated. Udangudi Power Corporation Ltd's comments on the draft specification should be considered while preparing the final specification.

Draft Tender specification (10 Copies) shall be furnished to UPCL within the time stipulated in clause 2.8 of section II.

After approval by Udangudi Power Corporation Ltd., thirty (30) copies (for each package) and one soft copy of the Final Technical specification are to be furnished.

II. PRE BID MEETING & PRE BID REPLIES:

i. The consultant shall participate in all the pre-bid meetings with prospective tenderers for all EPC packages.

ii. The consultant shall prepare reply to pre-bid queries and furnish clarification/additional details if any required on the specification from the tenders.

III. EVALUATION OF BIDS

Bids received are to be evaluated and a report with recommendation shall be submitted to Udangudi Power Corporation Ltd., for final decision. If required, the consultant shall participate in the discussion with the bidders during negotiations for finalization of the contract.

In case, the tenderer offers equivalent and alternate equipment in place of the original equipment mentioned in the tender specification, then recommendations on the suitability of the equipment should be furnished by consultant.

The consultant shall assist Udangudi Power Corporation Ltd., in the preparation of LOIs (Letter of Intents) and Draft purchase orders to the successful EPCC bidder.

3.2 POST CONTRACT SERVICES:

This project is a green field project (A CDM Project) and the post contract services shall cover all the systems. Since this being a TNEB-BHEL Joint Venture project, BHEL will supply the main plant. The consultant shall scrutinise the offer of BHEL for main plant being advisory in nature. Providing the project schedules for various packages including the main plant, monitoring of various project activities from award of contract, supply position, erection, quality inspections and commissioning by providing the periodical reports (Weekly / Monthly) by using latest software (SAP or Primavera, etc.).The Consultant shall, among others, be responsible for all equipment, systems and elements partly or in total exposed to or affected by the plant's advanced super-critical steam boilers. The Consultant shall handle all the aspects of the projects, including assisting UPCL in the interfacing issues of various packages with main plant equipment (Boiler, Turbine & Generator). The major systems covered in the post contract services scope of the Consultant are given below. However, the Consultant shall render his services for other systems that are necessary for the successful operation of the plant .

- Steam generator and associated auxiliaries.
- Steam Turbine and associated auxiliaries
- Generator and associated auxiliaries.
- Drawl of sea water from deep sea,
- Cooling Water system for condenser, Aux. cooling etc.
- Water treatment system including RO/Desalination plant
- Fire protection System.
- Ash Handling system including recovery water system and dry fly ash conveying system.
- ECHS- Pipe conveyor from dedicated coal jetty that will be located about 7 km from sea shore.
- Internal Coal handling system.
- Hydrogen Plant.
- Chlorination System.
- Raw water systems including auxiliary CW system.
- Pulvisering/ Milling systems and mill reject conveying system.
- Fuel oil storage and handling system.
- Miscellaneous pump house such as Raw Water Pump House, Fuel oil pump House, Fire Water Pump House.
- Station building including TG Floor, EOT Crane etc.
- Compressor House.
- Drawl of sea water from deep sea for condenser cooling.
- Effluent Water treatment system.
- FGD plant, if required
- Air conditioning and ventilation system
- HV, MV, LV switchgear
- 400 kV/765 kV GISS and switch yard system
- Generator and feeder protection
- DDC and MIS
- On line steam and water analysis system
- Environmental analysing and monitoring

- Plant DC system, earthing and lightning protection
- Or any other system related to the power plant but not specified herein may also be included.

Review Contractor's Engineering Documents/Design Basis Report:

The Consultant shall review Contractor's Design Basis Report covering basic engineering concepts, design criteria, design procedures etc to ensure that the resulting detailed engineering and subsequent procurement and construction would meet the contractual requirements. During the review, the following aspects shall be taken into consideration.

- a) Scope of work
- b) Technical requirements
- c) Adherence to codes and standards
- d) Compliance to environmental and other statutory norms
- e) Safety, reliability, operability and maintainability aspects
- f) Material safety and disposal standards as applicable etc

Review of EPC Drawings, Documents and other submissions:

The consultants review shall be advisory in nature with alternate proposals such that the extent and efforts are not duplicating Contractor's detailed engineering activity. The consultant shall review to ensure the execution is progressing along agreed contractual lines and.

The review shall cover the following:

- a) All basic studies and concept notes
- b) Basic as well as detailed engineering and design
- c) Design manuals indicating design criteria, design procedures & assumptions, software details etc.
- d) Plot plan and Area plans
- e) General arrangement drawings of all the systems, buildings and facilities
- f) Flow diagrams, heat and mass flow diagrams and schematics including piping drawings of steam, water and air systems

- g) Piping layout and isometric drawings of all systems
- h) Electrical single line diagrams
- i) Instrumentation and control schematics, Panel configuration drawings and control room layout drawings
- j) Logic diagrams
- k) Protection schemes
- l) Integration of different systems for plant automation.
- m) Technical data sheets and performance curves/data of major plant and equipments
- n) Verifying all design calculations of structural/foundations all systems using standard software like STADD PRO.
- o) Verifying all the design calculations of electrical systems using standard software EDAT etc.,
- p) Any and all of the Contractor's drawings and documentation such that plant aesthetics, layout, maintenance ease are addressed but shall not include fabrication drawings, construction drawings, erection drawings, component and/or sub assembly drawings of equipment etc.

Review of Documents under " Procurement"

Review of Contractor's documents is to ensure that all plant, equipment and services that are procured by the Contractor are in line with the requirements of the contract.

The documents to be reviewed shall include:

1. Purchase specifications of major plant and equipment sub contracted by the Contractor
2. Purchase specifications of all civil works sub-contracted by the Contractor
3. Selection of sub-vendors/sub contractors based on the credential and recommending for approval by Udangudi Power Corporation Ltd.,

Review of Quality Assurance Plan

This would cover the following tasks related to quality assurance aspects of the Project.

- a) Assessing the credential of Sub-Contractors proposed by the EPC contractor and recommendations for approval by Udangudi Power Corporation Ltd.,
- b) Review and finalization of the EPC Contractor's/sub-contractor's and its vendor quality plans such as QA & QC including customer hold points for inspection. The Consultant shall indicate in the Bid proposal the customer hold point that are necessary to ensure quality.
- c) Review and finalization of shop and site performance test procedures for all major equipment and systems

Support till all detailed and basic engineering review is Completed.

Technical assistance and documents required for submission and presentation for the Project with lenders, Investors, Statutory and Government Authorities'.

3.3 SCOPE FOR OFFERING PROJECT MANAGEMENT SERVICES:

- I. The Project Management Services and responsibilities would include the following:
 - a) Providing the Master project schedules for various packages including the main plant , monitoring of various project activities (From award of contract, Supply position , Erection, Quality assurance and Commissioning by providing the periodical reports (Weekly / Monthly) by using a latest software such as SAP or other.
 - b) Participation in project coordination & Engineering Review meetings regularly
 - c) Review of Master Network Schedule and other detailed network schedules, preparing the revisions and updates
 - d) Review of project coordination and communication procedures
 - e) Progress review and monitoring with respect to Network schedule, participation in review meetings
 - f) Monitoring supply of materials for various packages.
 - g) Review and certification of change orders
 - h) Support to Udangudi Power Corporation Ltd., in settlement of claims

and disputes for the Project

- i) Assisting Udangudi Power Corporation Ltd., for the project in providing solutions in resolving design related problems, interfacing between various issues and contractual problems and site related issues.
- j) Preparing of weekly and monthly MIS reports for progress
- k) Monitoring progress with actual and budgeted and indicating the slippages, deviations and suggesting the remedial measures.
- l) The review meeting may also be held outside Chennai/ Project site or at Works.

II. Site Management Services:

1 Continuous supervision of construction, erection, testing and commissioning of plant, equipment and facilities including the civil works by the EPC Contractors to ensure full compliance of the EPC Contract with regard to quality, safety and performance.

a) Review of construction schedules and monitoring site activities with respect to the latest approved schedule.

b) Assisting Udangudi Power Corporation Ltd., regarding adequacy of special tools, equipments, manpower and resources of contractor for the project.

2. Review of EPC Contractor's work plans for ensuing week/month

3. Preparation of weekly/monthly site progress reports covering current construction status, deviations from approved schedules, critical areas and proposed remedial measures

4. Assisting Udangudi Power Corporation Ltd., regarding technical problems encountered at site.

5. Proposing corrective actions to be taken in case of works that are not in line with approved design/specifications

6. Review and offering remarks regarding field changes desired by contractor

7. Regular review and offering remarks regarding the site quality assurance plans and compliance.

8. Review the invoice presented by contractors and recommend UPCL for payment
9. Advice on safety aspects during construction and commissioning of the Project and monitor the contractor's safety efforts.
10. Review of documents for testing, commissioning, performance testing for establishing guaranteed performance parameters and for operation and maintenance and training of personnel.
11. Review of pre-commissioning checklists for various equipments and systems
12. Interface and coordinate activities to monitor the plant testing in all respects, verify that all requirements in testing programme from initial synchronization of the unit through all performance testing.
13. Witness performance guarantee at site on all the important equipment/systems, review and evaluation of test results, with comments/recommendations, conduct independent calculations to verify test results.
14. Adequate engineering personals shall be deployed in site for monitoring all the above aspects as per clause 3.7 of section III

3.4 Plant Takeover Services

- a) Witness performance testing of the plant to be conducted by the EPC contractor at site prior to take-over
- b) Assistance to Udangudi Power Corporation Ltd., in interpretation and acceptance of the test results
- c) Preparation of Defect and Liability list
- d) Preparation of Warranty and Guarantee points for the EPC Contractor

3.5 O&M Documents Review:

- a) Review of O&M manuals
- b) Review and approval of jointly agreed " as built drawings"/ completion reports prepared and submitted by EPC Contractor.
 - a. Review of spare parts lists and determination of adequacy based on the Equipment Overhaul and running hours
 - b. Review the Transition plan and support during the period of transition

between the O&M contractors stepping-in and the EPC Contractor step-out

3.6 Shop Inspection, Quality Assurance and Testing Services

The scope shall include:

- a) Witnessing the shop Inspection test at the manufacturer's works for selective critical item like Boiler, Steam Turbine, Generator, Generator Transformer etc., and recommending UPCL for Material Despatch Clearance. The inspection may have to be done outside India also.

3.7 Posting site engineers:

- a) The consultant shall post sufficient number of senior engineers at site for site management till the commissioning of the plant as per . and he will co-ordinate different agency. The bidder shall indicate the number of engineers (discipline wise) proposed to monitor the site activities in his bid proposal. The site team shall manage the site activities specified under "Site Management Services". Besides, the team shall be responsible for all project document control and shall prepare the "Project Completion Report".
- b) The consultant in the bid proposal shall give a narrative of action plan in respect of quality control and monitoring.
- c) The Engineering team that monitor the site activities shall correspond to the company's Engineer at field management regarding site quality assurance and compliance.

Any other item not specifically indicated in the scope of services, but required for effective commissioning of the project as per the best practices followed in the Power Industries should be taken into account.

The details mentioned in the specification are only indicative. However the consultant shall get familiarized with the proposed project site and all allied facilities & facts and suggest ways and measures to Udangudi Power Corporation Ltd., for effective implementation and the cost thereon shall also be taken into consideration while quoting the tender.

4. Udangudi Power Corporation intends to have a proven web server based comprehensive ERP system with following major functionality modules.
 - a) Finance and Accounts

- b) Project Management
- c) Operation and maintenance
- d) Materials Management
- e) Human Resources
- f) Energy trading and Billing
- g) Integration with power plant operation
- h) MIS/TNERC reporting

The consultant shall advise suitable ERP package in the Bid proposal

5. The Detailed Project report to be supplied by Udangudi Power Corporation Ltd., shall be the basis for the preparation of Technical specification for this project. However it is the responsibility of the Consultant for providing all the consultancy services which are required to complete the establishment of 2 x 800 MW Coal based Thermal Power Project (A CDM Project) at Udangudi . The omission of specific reference to any of the activities connected in the execution of project which is necessary for proper erection and satisfactory commissioning of the plants shall not relieve the contractor of his responsibility to provide such consultancy services to complete and commission the unit at no extra cost.

PRESIDENT & CEO
UPCL

SCHEDULE OF FEES

SPECIFICATION NO.SE/E/THP/ OT.NO. 178/2008-2009

NAME OF WORK:

ENGINEERING CONSULTANCY & OWNER'S ENGINEER SERVICES FOR ESTABLISHING COAL BASED SUPER CRITICAL THERMAL POWER PROJECT - 2x800 MW (ACDM PROJECT) AT UDANGUDI IN TUTICORIN DISTRICT, TAMILNADU, INDIA.

SCOPE OF WORK :

The scope of work envisaged in this Tender is (I)Preparation of Tender specification and offering post contract services etc., on EPC basis for the entire plant in single or multiple packages of (five) (as per annexure) envisaged in SI.No.1. below.

Sl.No.	Description	Prices in Indian Rupees. (Both figures and words)
I.	Preparation of Tender specification Lumpsum Charges for Preparation of tender specification documents (30) copies with one soft copy (for each package) for Establishing 2 x 800 MW` coal based super critical thermal power project at Udangudi in Single or Multiple packages excluding the main plant package , so as to execute the project . a) for single EPC package for BOP b) For 5 EPC package for BOP	
II	Pre Contract services a) Lumpsum charges for attending pre bid meetings, a) for single EPC package for BOP b) For 5 EPC package for BOP	

	<p>b) Lumpsum charges for furnishing reply to the queries raised by the bidders (for different packages including the Main Plant Package) to Udangudi Power Corporation Ltd., & furnishing the revised specification if necessary.</p> <p>a) for single EPC package for BOP b) For 5 EPC package for BOP</p>	
	<p>c) Lumpsum charges for assisting Udangudi Power Corporation Ltd., in evaluation of techno-commercial bid and price bids & attending price negotiation meeting with the prospective tenderer, if required, suggesting Udangudi Power Corporation Ltd., for award of contract in all packages and Preparing contract documents for packages.</p> <p>a) for single EPC package for BOP b) For 5 EPC package for BOP</p>	
III	POST CONTRACT SERVICES ONLY FOR ALL PACKAGES :	
	<p>a).Lumpsum charges for Review of Engineering documents and scrutinizing the Quality Assurance Plan, Drawings and Design basis reports to be supplied by the contractors and recommending to Udangudi Power Corporation Ltd., for approval, assisting Udangudi Power Corporation Ltd., in the equipments sizing and selection, selection of sub-vendors/sub contractors for approval by Udangudi Power Corporation Ltd.,</p>	
30		

	<p>b) Lumpsum charges for attending review/co-ordination meeting with contractor and Udangudi Power Corporation Ltd., (inclusive of accommodation, boarding & conveyance charges) as and when required during the execution of contract till commissioning of the Unit. Approximately 60 meetings have been envisaged during the contract period. Most of these meeting will be held in Chennai or at site. Sometimes, the meeting may also be held in any one of the unit of BHEL or any vendor in India.</p>	
	<p>c) Lumpsum charges for posting Engineering Team considering the scope of Site Management Service (inclusive of accommodation, boarding and conveyance charges) for coordination and monitoring the quality / the progress of works till commissioning of the Unit. Man-days considered for different Engineering discipline and man-day rate for different level (senior/middle/junior level Engineer) shall be indicated separately.</p>	
	<p>d) carrying out pre-inspection at vendors premises for selective critical equipments as requested by Udangudi Power Corporation Ltd., etc.. Man-day rate inclusive of boarding, lodging and local travel expenses shall be quoted. 2nd class AC or Economy air fare Travel to inspection will be re-imbursed.</p>	
<p>31</p>		

	e) witnessing the PG test and analyzing the PG test report and recommending to Udangudi Power Corporation Ltd., for approval. (Man-day rate inclusive of traveling to site, boarding, lodging and local travel expenses shall be quoted)	
	f) Sales tax/Service tax if any applicable	
	Total value of the contract in Indian Rupees.	

Note:

- (i) The scope of work envisaged in this tender is Preparation of Balance Of Plant Tender specification and offering post contract services etc., for all the packages.
- (ii) Monthly charges for posting Engineers for different discipline for site management may be furnished separately.

SIGNATURE :
NAME :
DESIGNATION :
DATE :
PLACE :
SEAL :

ANNEXURE –I

BANK GUARANTEE FOR SECURITY DEPOSIT

NON-JUDICIAL –Rs.80 Stamp Paper

THIS DEED OF GUARANTEE made on this day of only by the Bank of (Bank name & address) (Hereinafter called "Bank") to and in favour of the Udangudi Power Corporation Limited a body corporate constituted having its Registered Office at Anna Salai, Chennai-2 represented by the President & Chief Executive Officer /..... /..... /..... (hereinafter called " The Owner").

WHETHERAS Messrs (herein called "The contractor") have by virtue of the contract entered into with the owner as per P.O.No.Dt..... agreed with the owner to In accordance with the terms and conditions contained therein:

AND WHEREAS in accordance with the terms of the Contract in P.O. No. dt..... The contractor has to pay a sum of Rs./- (Rupees only) towards security deposit from a Nationalised Bank.

AND WHEREAS the contractor has requested the owner to accept bank guarantee in lieu of security deposit for a sum equivalent to

5% (Five percent) of the value of the contract for the satisfactory performance of the contract.

AND WHEREAS the Bank has, at the request of the contractor, agreed to guarantee the payment of the said sum in case the contract is not performed in accordance with the specification indicated in the terms and conditions contained in P.O. No. date or in the letterDt.....

NOW THIS DEED WITNESSES AS FOLLOWS:

1. In consideration of the owner having agreed to accept the Bank Guarantee from a Nationalised Bank towards security deposit for a sum equivalent to Rs..... (Rupees..... only), the Bank do hereby guarantee that if the contractor fails to perform the contract in accordance with the specification and conditions of the contract as subsequently amended, the Bank shall pay forthwith merely on demand without and protest or demur to the Owner such amount or amounts, as the Bank may be called upon to pay by the Owner:

PROVIDED that the liability of the Bank under this deed shall not at any time exceed the said guaranteed amount of Rs...../-(Rupees only)

PROVIDED further that the guarantee hereunder furnished shall be released as soon as the contractor has performed his part of the contract in accordance with the terms of the contract and the period of performance guarantee is over and a certificate to that effect is issued by the Owner.

2. The Bank further undertakes to indemnify the Owner against any loss or damage that may be caused or suffered by the Owner by reason of any breach of the term and conditions in the said P.O. No. dated

3. The guarantee herein contained shall remain in force till the terms and conditions of the P.O. No. dt the have been fully and properly carried out by the said contractor and in any case, the guarantee shall not hold good after the

4. The Bank further agrees with the Owner that the Owner shall have the fullest liberty (without the consent of the Bank and without affecting in any manner the obligations of the Bank hereunder) to vary any of the terms and conditions of

the contract or to extend the time of performance of the contract by the said contractor from time to time or to postpone from time to time any of the powers exercisable by the owner against the said contractor and to forbear to enforce any of the terms and conditions relating to the said contract and the Bank shall not be relieved of its liability by the reason of any such variations, or extension being granted to the reason to the said contractor or by reasons of any for-bearance, act or omission on the part of the owner or any indulgence by the owner to the said contractor or by any such matter or thing what-so- ever which under the law relating to sureties would but for these provisions have the effect of so relieving the bank.

Any account settled between the owner and the contractor shall be the conclusive evidence against the bank for the amount due and shall not be questioned by the Bank.

The expression "Bank", "Contractor" and "the Owner" herein before used shall include their respective successors and assigns.

IN WITNESS WHERE OF Thiru. acting for and on behalf of the Bank has signed this deed on the day, month and year first above written.

In the presence of witnesses:

- | | |
|----|---|
| | Signature |
| | Seal of the Bank
(Name in Block letters) |
| 1. | |
| 2. | |
- (Name in capitals to be subscribed with designation, office address or residential address)

ANNEXURE-II

UNDERTAKING FOR LEGAL PROCEEDINGS JURISDICTION

THIS DEED OF UNDERTAKING EXECUTED AT CHENNAI ON THIS THE
..... By Messers.

hereinafter called the "TENDERER" (Which expression where the context so admits mean include their agents, Representatives, Successors – in – office and Assigns).

TO AND IN FAVOUR OF

The UDANGUDI POWER CORPORATION LIMITED a body corporate constituted under, having its office at NPKRR Maaligai, 144, Anna Salai Electricity Avenue, Chennai – 600 002, hereinafter called the "Corporation" (Which expression shall where the context so admits mean and include the successors in – office and assigns).

WHEREAS the Corporation has called for acceptance of jurisdiction of legal proceedings.

NOW THIS UNDERTAKING WITNESSETH that no suit or any proceedings in regard in any matter arising in any respect under this contract shall be instituted in any court, save in appropriate Civil court of Chennai or the court of small causes Chennai. It is agreed that no other court shall have the jurisdiction to entertain any suit or proceedings, eventhough, part of the cause of action might arise within their jurisdiction. In case, any part of cause of action might arise within the jurisdiction of any of the courts in Tamil Nadu and not in the courts in Chennai City, then it is agreed between parties that such suits or proceedings shall be instituted in court within Tamil Nadu and no other court outside Tamil Nadu shall have jurisdiction, eventhough any part of the cause of action might arise within the jurisdiction of such

IN WITNESS WHERE OF _____ acting for and on behalf of the Tenderer has signed this deed in the day, month and year herein before first mentioned.

SIGNATURE OF THE TENDERER.

NAME :
DESIGNATION :
DATE :
COMPANY SEAL :

PRESIDENT & CEO
UPCL