



UTTAR GUJARAT VIJ COMPANY LTD.
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AMENDMENT No:-09

Tender Notice No: UGVCL/SP/III/847/ H.D Rigid PVC PIPE

Bidders are requested to note that following amendments are made for the tender and its commercial terms and condition:

1	<p><u>Addition in relevant Clauses of DELIVERY PERIOD of the tender notice Schedule-A and commercial Terms and Conditions of tender is as under:</u></p> <p>DELIVERY DEFERMENT</p> <p>In case of deferment in delivery, supplier should be intimated in writing well before two months.</p> <p>Other text matter & condition of above clause remains unchanged.</p>
2	<p><u>Last Para of Clause no.50 : TERMINATION OF CONTRACT of commercial Terms and Conditions of tender is replaced as under :</u></p> <p>Further, "COMPANY reserves the right to terminate the Contract (i.e. Purchase order) at any time, without assigning any reasons, whatsoever, by giving a notice period of TWO month from the date of Notice of termination of the Contract. Suppliers will not be entitled for any compensations / damages / losses, whatsoever, on account of such termination of the Contract.</p> <p>Other text matter & condition of CLAUSE No. 50 remains unchanged.</p>
3	<p><u>Point NO. 6 of PURCHASE AGREEMENT of tender is replaced as under :</u></p> <p>The Purchaser Company shall not be bound to take the whole or any part of the ordered quantity herein or therein mentioned in the LOA / AT and may cancel the contract at any time after giving TWO MONTH'S NOTICE IN WRITING without compensating the Supplier.</p> <p>Other text matter of PURCHASE AGREEMENT remains unchanged.</p>
4	<p><u>Addition in relevant Clauses no.48 (AUDIT INSPECTION) of commercial Terms and Conditions is as under:</u></p> <p>On receipt of material at Store, UGVCL may pick up sample/(s) for Audit Testing from the lots supplied by the supplier within 10 days in presence of the representative of the supplier.</p> <p>UGVCL should not utilize the material until the test reports of audit sample is</p>

Date:

Signature & Seal of the Tenderer

received.

If material is under audit testing and there is urgency, supplier may be consulted prior to utilize it.

In case of audit sample fails in any of test carried out, following penal actions to be taken to ensure good quality supply.

Sr. No.	Default	Penal Action
a)	Failure-1	Replacement of lot
b)	Failure-2	Replacement of lot (+) monetary penalty of 3% of the ex-works value of the lot.
c)	Failure-3	Replacement of lot (+) monetary penalty of 6% of the ex-works value of the lot.
d)	Failure-4	Replacement of lot (+) monetary penalty of 10% of the ex-works value of the lot (+) debarment of bidding next tender for the same product/rating for which four consecutive failures are reported in the current contract.

Note:- The aforesaid penal action should be for a particular contract issued by a UGVCL against a particular product/rating in that contract.

Other text matter & condition remains unchanged.

5 Para 1,2 & 3 of Clause no.23.1 in Clause No. 23 (PENALTY FOR LATE DELIVERY) of commercial Terms and Conditions and previous amendment is modified as under:

Penalty shall be @ 0.5% per week or part thereof on delayed portion subject to maximum 10% of the delayed portion Order Value (End Cost) in case of supply only, whereas in case of Projects, the ceiling shall be with reference to total contract value of the project (Supply + Erection + Civil). For calculating the delayed portion, date of actual receipt of material at store shall be considered.

Moreover, in case of supply is delayed more than seven months, company may initiate actions for Stop Deal / Black List along with risk purchase.

Other text matter & condition of Clause no. 23 remains unchanged.

6 Addition in relevant Clauses in the Clause no.: 9 & 42 of commercial Terms and Conditions is as under :

1. The Micro and Small Scale Industrial (manufacturing) units of Gujarat State have option to submit Permanent Bank Guarantee in lieu of order-wise separate Performance Guarantee towards execution period (Security Deposit) and Performance Guarantee towards Guarantee/ Warrantee period, as under:-

1.1 It is allowed for distribution items only and at respective company level.

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1.2 10% of the highest of the following

1.2.1 Total order(s) value of the current financial year or

1.2.2 Highest of financial year-wise, total order(s) value for which materials are under Guarantee/ Warrantee period

1.3 First time Bank Guarantee should be submitted with validity period of three years and renewal two months before completion of three Years.

1.4 Whenever the required Bank Guarantee for the total order value during current financial year is exceeding the available Bank Guarantee, the Vendor/ Party has to submit Bank Guarantee for additional amount accordingly.

1.5 The existing Bank Guarantee(s) of such bidder, who will exercise the option for one time permanent Bank Guarantee, shall be returned on submission of such permanent Bank Guarantee.

1.6 The vendor have to submit an undertaking stating that Company can encash permanent Bank Guarantee on failure to perform the Contract or failure to perform the relevant clauses related to Guarantee/ Warrantee of any orders.

Other text matter & condition of 9 & 42 of commercial Terms and Conditions remains unchanged.

This amendment is to be duly signed and sealed and to be submitted along with technical bid.

Other terms and conditions for tender remain unchanged.

Be in touch with web sites www.ugvcl.com & www.ugvcl.nprocure.com till opening of the tender.

Yours Faithfully

Chief Engineer (P&P)
UGVCL: Mehsana

Date:

Signature & Seal of the Tenderer