

## **Purchase Policy-2016 for Procurement of Materials - Amendment No.13**

**Reference: GUVNL/Tech-3/PP-2016/2668 dated 20.12.2022**

### **1. Existing clause No. 2.2.2 shall be substituted by following.**

*In case, the registered vendor desires to add new item/(s) of lower capacity of relevant Indian Standard in their existing vendor registration certificate of higher capacity, the vendor has to pay Rs. 5000/- as registration charges plus applicable GST and submit application along with following documents.*

*The applicability of vendor registration period shall be as per existing vendor registration for all items.*

*2.2.2.1 Type test report for each rating/size of item/(s) to be registered not older than 7 years.*

*2.2.2.2 ISI/ BIS/ International Licenses, if applicable.*

### **2. Existing clause No. 2.3.5 shall be substituted by following.**

*In case of shifting of factory premises of the Registered Vendor, such Vendor has to pay requisite regular Registration fees plus applicable GST and factory inspection shall be carried out as per norms.*

*After shifting of factory, Supplier's status as it is i.e. New-1/ New-2/ Regular as the case may be, can be considered subject to conditions that (i) Name of Company shall be in its original name, (ii) Firm has completely close down old works & shifted to New place, (iii) All Machinery & Testing facility available at old works should be atleast available at New Place, (iv) Firm has to submit all required Type tests from new (shifted) works for all items mentioned in existing Vendor Registration Certificate, if validity of existing old type test reports is completed (v) There should not be any pending supply from existing works in any of GUVNL and its Subsidiary Companies, and (vi) Respective subsidiary has to cancel the registration given at existing place before issue of new registration at new place.*

*The Vendor Registration period shall be as per existing Vendor Registration for all items. No shifting shall be allowed during execution of order.*

### **3. Existing Clause no. 2.3.6 shall be substituted by following.**

*In case of change in the name or ownership or control of the Firm of the Registered Vendor, having valid vendor registration, such Firm shall inform in writing along with supporting documents with payment of Rs. 5000/- plus applicable GST as fees, within 90 days of such change. The Firm shall have to confirm that there is neither change in the infrastructure facilities nor in the products/items and that change is only in the name / ownership/ control of the Firm. In such a case, the Firm shall have to submit application and relevant documents towards the proof that such change is lawful / legitimate along with the documents as per Annexure III, to the Company, who had granted Vendor Registration for registering change of name / ownership / control of the existing registered vendor.*

*If, firm fails to inform such changes to respective Company within 90 days, in such case, the firm will not be considered as registered vendor. In case of Amalgamation, of companies, order from the Court is to be followed. While, in*

case of Merger& Acquisition, legal procedures to be followed as per Company's Act.

**4. Existing Clause no. 4.15.1 shall be substituted by following.**

Penalty shall be @ 0.5% per week or part thereof plus applicable taxes (if any) on delayed portion subject to maximum 10% plus applicable taxes (if any) of the delayed portion order value (End Cost including GST and Cess as applicable) in case of supply only, whereas in case of Projects, the ceiling shall be with reference to total contract value including GST and Cess as applicable 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.

**5. Existing Clause no. 4.15.2 shall be substituted by following.**

In order to avoid delay in dispatch of the inspected lot of materials, for which Dispatch Instructions are already issued, the Gujarat based Suppliers and out of Gujarat based Suppliers shall arrange the transportation so as to receive the materials at respective Consignee's Stores within 15 days and 21 days respectively, from the date of issue of Dispatch Instructions. If materials are not received at Stores within 15 days / 21 days, as the case may be, from the date of issue of Dispatch Instructions, special penalty charges shall be recovered at 0.5% per Week or part thereof plus applicable taxes (if any), maximum up to 3% plus applicable taxes (if any) of the Dispatch Instructions consignment value.

For GSECL & GETCO looking to the nature of products/materials the 15 / 21 days' limit may be suitably modified with concurrence of respective Managing Director.

**6. Existing Clause no. 4.15.3 shall be substituted by following.**

In case of Foreign OEM / Indian Trader of a Foreign OEM, in order to avoid delay in dispatch of the inspected lot of materials, for which the Dispatch Instructions are already issued, the Supplier shall deliver the materials to respective Shipper at Dispatch Port within 30 days from the date of Dispatch Instructions. If materials are not delivered to the respective Shipper within 30 days from the date of Dispatch Instruction, the special penalty charges shall be recovered at 0.5% per Week or part thereof plus applicable taxes (if any), maximum up to 3% plus applicable taxes (if any) of the consignment value of the lot of respective Dispatches Instruction. For calculation of penalty date of bill of Lading / Airway Bill / Courier Receipt shall be considered as date of delivery.

**7. Existing Clause no. 4.16 shall be substituted by following.**

➤ The representative of the Company may pick up samples from the lots supplied by the Supplier at the Stores of the Company at random for quality check. The samples picked up will be tested for acceptance test / type test or as decided by the Company at Government approved laboratory or NABL Laboratory, in the presence of representative of supplier and the Company as per relevant ISS/BIS/ Company's specifications. The test results will be binding on the suppliers and Company in general and will not allow re-sampling. If the material fails in any of the tests carried out, the full lot of materials will be considered as rejected, and if replacement is not possible due to utilized/ consumption of the materials then

*in that case for whole of the rejected lot, Company will deduct maximum up to 30% (Thirty) plus applicable taxes (if any) of the End Cost Price. If the same are not utilized / consumed, then Company may ask for replacement at sole discretion of the Company or may accept with maximum deduction up to 30% (Thirty) of the End Cost Price (Including GST and Cess as applicable), and all these will be binding on the supplier.*