

का.आ.सं.:01/CR/S/0055/2021

विषय: Modification to Statutory Variation Clause and Inspection clause of 'Important Terms & Conditions of Contract – updated August 2021'.

संदर्भ : Office Order No. 04/CR/S/0042/2021 dt.01.09.2021.

The following amendments are issued for implementation with immediate effect:

I. Statutory Variation Clause tender condition under Para 9.1 of CR Important Terms & Conditions of Contract stands **deleted** with immediate effect.

II. To bring uniformity for applicability of SVC in contracts, the Tender Documents floated by HQ Purchase officers shall incorporate the following **SVC condition in the Tender Document (NIT) under Para C - T&C, under heading Statutory Variation Clause (SVC)**, as under:

Statutory Variation Clause

S.No	Description
1	Statutory Variation in taxes and duties, or fresh imposition of taxes and duties by State/Central Governments in respect of the items stipulated in the contract (and not the raw materials thereof), within the original delivery period stipulated in the contract, or last unconditionally extended delivery period shall be to Railway's account. Only such variation shall be admissible which takes place after the submission of bid. No claim on account of statutory variation in respect of existing tax/duty will be accepted unless the tenderer has clearly indicated in his offer, the rate of tax/duty considered in his quoted rate. No claim on account of statutory variation shall be admissible on account of misclassification by the supplier/contractor.

III. Additional tender conditions incorporated in Para 26.0 – Inspection clause of Important Terms & Conditions of Contract – updated August 2021:

Para 26.0 – Inspection clause:

26.10 The tenderers to specifically note that:-

In cases where only a portion of the stores ordered is offered for inspection at the fag of the delivery period and also in cases where inspection is not completed in respect of the portion of the stores offered for inspection during the delivery period, the purchaser reserves the right to cancel the balance quantity not offered for inspection within the delivery period fixed in the contract at the risk and expense of the Contractor without any further reference to him. If the stores offered for inspection during or at the fag end of the delivery period are not found acceptable after carrying out the inspection, the purchaser is entitled to cancel the contract in respect of the same at the risk and expense of the Contractor. If, however, the stores offered for inspection are found acceptable, the purchaser may grant an extension of the delivery period subject to the following conditions:-

(a) The purchaser has the right to recover from the contractor under the provisions of clause 0702 (a) of I.R.S. conditions of contract, liquidated damages or the difference in rate if the same material is purchased at a cheaper rate (with the consent of the firm) - which ever is higher, on the stores which the contractor has failed to deliver within the period fixed for delivery.

(b) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, Excise Duty, Sales Tax or on account of any other tax or duty leviable in respect of the stores specified in Contract which takes place after the date of the delivery period stipulated in the contract shall be admissible on such of the said stores as are delivered after the date of the delivery stipulated in the contract.

(c) That notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes place after the date of delivery stipulated in the Contract shall be admissible on such of the said stores that are delivered after the expiry of the delivery period stipulated in the Contract.

...2/- P.T.O.

(d) But nevertheless, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Custom Duty, Excise Duty, Sales Tax or on account of any other tax or duty or on any other ground as stipulated in the price variation clause which takes place after the expiry of the date of delivery stipulated in the contract.

26.11 The contractor shall not dispatch / deliver the stores till such an extension in terms of para 26.10 (a) to (d) above is granted by the Purchaser & accepted by the contractor. If the stores are dispatched by the contractor before an extension letter as aforesaid is issued by the purchaser and the same are accepted by the consignee, the acceptance of the stores shall be deemed to subject to conditions of para 26.10 (a) to (d) above.

26.12 In case where the entire quantity has been tendered for inspection within the delivery period stipulated in the contract and the purchaser choose to grant an extension of the delivery period the same would be subject to the conditions of para 26.10 (a) to (d) above.

This issues with the approval of the PCMM.

(एस.के.गंगल)
उप मु.सा.प्र.(विद्युतलोको)

कृते प्र.मु.सा.प्र.

प्रति : मुख्यालय अधिकारी : महाप्रबंधक के सचिव, उप महाप्रबंधक
प्र.मु.सा.प्र., मु.सा.प्र. : (सा.), (बिक्री), (नि.), (IC), (I), (II)
उप मु.सा.प्र. : (ई.एंड.एस.), (ई.टी.एल.), (बिक्री), (सा.), (डी.), (एम.)
व.सा.प्र. : (विद्युत), (ई.एंड.एस.), (ई.टी.एल.), (बिक्री), (सा.), (डी.), (एम.), (जी.), (जी-1), प्र.मु.सा.प्र. के सचिव
स.सा.प्र. : (विद्युत), (ई.एंड.एस.), (ई.टी.एल.), (सा.)
प्रति : डिपो के अधिकारी :
उप मु.सा.प्र. : (सी.डब्ल्यू.ई.)माटुंगा, (यां.)परेल, (डी.)-(ए.सी.एल.)भुसावल
व.मं.सा.प्र. : मुंबई, पुणे, नागपुर, भुसावल, सोलापुर
व.सा.प्र. : (जी.)करीरोड, (पी.एंड.एस.)भायखला, (ई.एम.यू.)विद्याविहार, (एम.डी.)मनमाड, (ई.एल.एस.)अजनी, (ई.एल.एस.)कल्याण, (एस.)भुसावल
स.सा.प्र.:हाजीबंदर,(डी.)कुर्ली,वाडीबंदर,स्टे.भायखला,(एस.एंड.टी.)भायखला,(सी.एंड.डब्ल्यू.)कुर्दुवाडी, (डी.)पुणे, (ई.एम.यू.)कलवा, (टी.एम.डब्ल्यू.)नासिकरोड, सानपाडा, (डी.)कल्याण
व.डी.एफ.एम. : मुंबई, पुणे, नागपुर, भुसावल, सोलापुर
डब्ल्यू.ए.ओ. : माटुंगा, परेल, नासिक रोड, मनमाड, भुसावल, भायखला-एस.एंड.टी.
डी.आर.एम. : मुंबई, नागपुर, भुसावल, सोलापुर, पुणे
ए.डी.आर.एम. : मुंबई, नागपुर, भुसावल, सोलापुर, पुणे
सी.डब्ल्यू.एम. : माटुंगा, परेल, नासिक रोड, मनमाड, भुसावल, भायखला-एस.एंड.टी.

अन्य विभाग :

सीएओ(सी)/पीएफए/पीसीई/पीसीसीएम/पीसीएसटीई/पीसीएमई/पीसीपीओ/पीसीईई/सीएसओ/पीसीओएम/पीसीएमडी/सीई/सीई(सी)/सीई(सी)दक्षिण,सीई(सी)उत्तर,सीई(सी)सर्वेक्षण/सीई(सी)एमटीपी/सीई(टी.पी.)/सीई(मुख्यालय)/सीई(टीएम)/सीई(पीएलजी)/सीई(जी)/सीई(डब्ल्यूकेएस)/सीएटीई(सी)/ सीएमई(पीएजी)/सीएमई(ओएंडसी)/सीबीई,सीईई(सी)-I/सीईई(सी)-II/सीएसई/सीसीओ/सीईई(पीएलजी)/ सीएसटीई(परियोजना)/सीआरएसई/सीएमपीई(डी)/सीडब्ल्यूई/सीएमई(पीएलजी)/सीईटीई/सीईएसई/सीईडीई/सीईईएल/सीसीई/सीसीएम(एफएस)/सीसीएम(पीएस)/सीसीएम(एफएम)/सीसीएम(कैट)/सीसीएम(पीएम)/ सीसीएम(पीआरएस)/सीपीओ(ए)/सीपीओ(आईआर)/एसडीजीएम/सेसी-जीएम/सेसी-एजीएम/सीएससी(आरपीएफ)/सीपीएम (कॉन्व)/सीटीपीएम/सीटीएम(पी)/सीएफटीएम-आई/सीएफटीएम-2/सीपीटीएम/कॉम(जी)/सीसीओ/सीडब्ल्यूई/लेखा परीक्षा के प्रमुख निदेशक/सीएसटीएम/प्रिसिपलजेडटीएसभुसावल/डीआरआईआरआईसीएन(पुणे)/निदेशक-आईआरआईएन/(नासिक रोड)