

RITES Ltd. / Contract Policy Cell / Gurgaon

General Conditions of Contract for Works, December 2016

Correction Slip No. 13

The existing Sub-Clause iii) of Clause 37 of RITES GCC for Works – Levies/Taxes/ Cesses payable by the Contractor may be deleted and replaced with the following :

- iii) If pursuant to or under any law, notification or order any levies, taxes cesses or the like becomes payable by the Employer and does not any time become payable by the Contractor to the State Government or Local authorities in respect of any material used by the Contractor in the works then in such a case, it shall be lawful to the Employer and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the Contractor.

After Clause 37 A, a new clause to be numbered Clause 37B may be inserted as under :

CLAUSE 37B

Price adjustment due to change in the rate of Royalty for earth, sand, stone dust and stone etc.

If, after the stipulated date of opening of tenders (including extension, if any, to the said date), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the rate of royalty payable by the contractor, the contract price shall be correspondingly increased or decreased after the contractor makes payment of royalty at such revised rates.

The existing Clause 38 may be deleted and replaced with the following :

CLAUSE 38

Conditions for reimbursement of levy/tax/cess if levied after receipt of tenders.

- i) All tendered rates shall be inclusive of all taxes, levies and cesses payable under respective statutes. However, if any further tax or levy or cess is imposed by Statute, after the last stipulated date for the receipt of tender including extensions if any and the Contractor thereupon necessarily and properly pays such taxes/levies/cesses, the Contractor shall be reimbursed the amount so paid, provided such payment, if any, is not, in the opinion of the Engineer-in-Charge (whose decision shall be final and binding on the Contractor) attributable to delay in execution of work within the control of the Contractor.
- ii) The Contractor shall keep necessary books of accounts and other documents for

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