



No. ECR-SPJOSTRP(Misc)/228/2025

Date:- 28.05.2025

All Branch Officers
Samastipur Division, ECR

Sub: - Acceptance & installation of material by deviating contract terms & conditions.

In reference to the above subject matter, it is learnt that in recent past few consignees have accepted and installed the material either by deviating from tender terms & conditions or they usually accept the material without any formal M.A. regarding D.P. extension from appropriate authority. All to please note that such acceptance of materials are becoming the reasons for unnecessary litigation/grievance. Details of few cases and the consequences there upon are mentioned below so that the gravity of problems may be seen:

Sl No.	P.O. No.	D.P.	Date of Receipt/ commissioning	Problem thereof
1	S.2015.DMM. 5036.2.4.5036 dated- 27.10.2015	08.02.2016	04.03.2016	<ul style="list-style-type: none"> The material was supplied after expiry of D.P. The material was used without proper accountal. After 2.5 years, a letter was sent by consignee/indenter for extension of D.P. Meanwhile, contract was no more in existence being DGS&D RC contract. The firm was repeatedly raising their grievance for non-payment on various forum including CPGRAM. Further, seller appealed against the non-payment on CPGRAM and the matter reported to AGM as well as the concerned PHODs.
2	72245247200283 dated- 14.06.2024	22.06.2024	28.06.2024	<ul style="list-style-type: none"> The material was received and installed after expiry of D.P. The consignee neither intimated regarding any such supply nor the seller done so to the purchase office till the cancellation of the contract. Upon cancellation of contract that too after expiry of delivery the same can not be reinstated. The seller was raised their query through RTI/CPGRAM.
3	72235190200128 dated- 07.03.2024	03.08.2024	03.08.2024	<ul style="list-style-type: none"> The PO was issued against 01 consignee but the material was delivered to three different consignees with three different

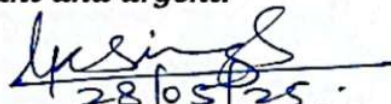
				invoices. • Thereafter three CRACs were generated by the consignee. The firm claims that after supply of the item, correspondence was done for bill payment but till date, bill payment has not been received. The bidder has raised the complaint in MSME council
4	72245024100221 dtd. 08.05.2024	14.12.24	23.12.2024	• CRN was generated after expiry of D.P. which is against the guideline in vogue. • The bill has not been processed by the consignee which delayed payment to the firm.
5	71245065100330 dt 21.12.2024	21.03.2025	26.03.2025	• CRN is pending. The D.P. was expired. • The bill has not been processed by the consignee which delayed payment to the firm.

Please all to note that the stores/material may be receipted by the concerned consignee but that doesn't mean that they may accept the material as done in above cases. Generally, D.P. can only be given with L.D & D.C. and there are instances that the same material was given at lower rate and in this scenario extension of D.P. can only be given after acceptance of lower rates and other tax benefits if any attributed to extension of D.P. If consignee accept the material by deviating contract terms & conditions then this office fails to ensure the above.

To avoid such complications at post contract stage, consignees may be advised to follow following:-

- I. Consignee may receipt the material but can not accept the same in case of invalid D.P. However, consignee should enter the details of stores in DRR or DMTR and write letter to the seller for getting D.P. extension in case D.P. expired.
- II. In case D.P. not extended within 21 days then material may be rejected duly mentioning the reason and seller may be advised to lift the material duly paying the ground rent (G.R.).
- III. Even after the above, supplier fails to lift the material within 90 days, then material may be sent to scrap depot by making DS-8 duly rejecting the same.
- IV. Upon sending the rejected material in stores through DS-8 in scrap depot, the consignee may intimate the purchase office so that further procurement process may be initiated against the same demand.

This may be treated as most important and urgent.


 28/05/25
(Gaurav Kumar Singh)
 Sr. DMM (Admin.)/SPJ

Copy to:

1. DRM/SPJ for kind information please
2. ADRM/SPJ for kind information please