ADDENDUM TO GENERAL CONDITIONS OF CONTRACT

1) Clause No. 13.1 shall be read as:

“The contractor shall be responsible for the payment, wherever payable, at his own cost of all taxes such as excise duty, custom duty, sales tax, including the purchase tax, consignment tax, work contract tax, service tax, VAT or any other similar tax in the state concerned, turnover tax, toll tax, octroi charges, royalty, cess, labour cess, levy and other tax (es) or duty (ies) which may be specified by Local / State / Central Government from time to time on all materials, articles which may be used for this work. The rates quoted by him in the Tender in Bill of Quantities shall be inclusive of all such taxes, duties, etc. The imposition of any new and / or increase in the aforesaid taxes, duties, levies (including fresh imposition of work contract tax, turnover tax, sales tax on work contract, VAT or any other similar tax) etc. during the currency of the contract shall be borne by contractor and shall not be paid or reimbursed to the contractor by EPI. In the event of non-payment / default in payment of any octroi, royalty, cess, labour cess, turnover tax, sales tax, including the purchase tax, consignment tax, work contract tax, VAT, service tax or any other similar tax in the state concerned, customs, excise or any other levy / tax including labour dues etc. by contractor, EPI reserves the right to with-hold the dues / payments of contractor and make payment to Local / State / Central Government authorities or to labourers as may be applicable. The contractor should submit along with the Tender Registration Certificates with Sales Tax on works contract authority etc. other wise appropriate recovery shall be made from his bills”.