

Clause No.			GENERAL CONDITIONS OF CONTRACT (GCC)
			<p>d) All Bank Guarantees/ Insurance Surety Bond should be enforceable for minimum ninety (90 days) after expiry of its validity.</p> <p>e) Minimum extension of any BG/ Insurance Surety Bond should be three months along with 90 days of claim period from the revised date of expiry.</p> <p>f) Performance Security/Security Deposit amount up to Rs. 1,00,000/- (Rupees One Lac only), must be submitted through Electronic Fund Transfer (EFT) only. In such cases the provisions pertaining to submission of Bank Guarantee (BG)/e-BG/Insurance Surety Bond towards performance security will not be applicable. However, depositing of Performance Security/Security Deposit by deducting requisite percentage of amount from RA bills, if specified in the bidding documents, will be applicable.</p> <p>In addition, in case a contractor/its assignee/collaborator/associate/JV Partner (if applicable), chooses to submit BG against performance securities/Advance, such BG will be mandatorily submitted in the form of e-BG, and no physical BG will be accepted.</p>
14.	Taxes and Duties		
		14.1	Except as otherwise specifically provided in the Contract, the Contractor shall bear and pay all taxes, duties, levies and charges assessed on the Contractor, its Sub-contractor or their employees by all municipal, state or national government authorities in connection with the Facilities in and outside of the country where the Site is located.

Clause No.			GENERAL CONDITIONS OF CONTRACT (GCC)
		14.2	<p>Notwithstanding GCC Sub-Clauses 14.1 above, the Employer shall bear and pay/reimburse to the Contractor Goods and Services Tax (GST) applicable on: (a) Plant and Equipment (including Type Test Charges) and Mandatory Spares to be supplied from within the Employer's country specified in Price Schedule No. 2 (and also on locally supplied Recommended Spare Parts quoted in Price Schedule No. 6, when awarded) to be incorporated in the Facilities, by the law of country where the site is located, (b) local transportation & insurance, other local costs incidental to delivery of plant & equipment including mandatory spares specified in Price Schedule No. 3 (and also of locally supplied Recommended Spare Parts quoted in Price Schedule No. 6, when awarded) and (c) Installation Services including Erection, Civil & Allied Works and other services specified in Price Schedule No. 4. However, all other taxes, duties & levies as may be applicable on goods and services specified in Price Schedules Nos. 2, 3 & 4 and on the materials used for civil construction works and erection & commissioning shall be to the contractor's account and no separate claim in this regard will be entertained by the Employer.</p> <p>Notwithstanding anything to contrary contained in the Contract, the Contractor's right to payment under the Contract is subject to issuance of valid tax invoice, payment of applicable GST to the credit of appropriate Government and submission of valid particulars of tax invoice under GST returns in accordance with GST Law.</p> <p>The Contractor shall issue tax invoices, file appropriate returns, and deposit the applicable GST to the account of appropriate government within the time limit prescribed under the GST Law. In the event of any default, Contractor shall be liable to pay any penalty/demand raised on the Employer due to default by Contractor, and the same shall be recovered/Contractor shall make good the loss.</p> <p>The Contractor shall be responsible for the issuance of e-way bill and other compliances relating to e-way bill as per GST law.</p> <p>The Employer will deduct GST at source at the applicable rates in case transactions under the contract are liable to GST deduction at source as per the prevailing provisions of GST Law.</p>
		14.3	<p>If any tax exemptions, reductions, allowances or privileges are available to the Contractor in the country where the Site is located, the Employer shall use its best endeavours to enable the Contractor to benefit from any such tax savings to the maximum allowable extent.</p>
		14.4	<p>For the purpose of the Contract, it is agreed that the Contract Price specified in Article 2 (Contract Price and Terms of Payment) of the Contract Agreement is based on the taxes, duties, levies and charges prevailing on seven (7) days prior to the deadline set for price bid submission in the country where the Site is located (hereinafter called "Tax" in this GCC Sub-Clause 14.4). If any rates</p>