(AMENDMENT NO.-I TO CONDITIONS OF CONTRACT FOR "CIVIL WORKS" CONTRACT
(DOCUMENT CODE NO.: DC-5010-JULY'1992)

S.No.	CLAUSE/ SEC./	EXISTING CLAUSE	AMENDED AS
1	2	3	4
1	Cl. 9.0 (a), Sec.-NIT, Earnest Money	Call Deposit receipt …… or Pay Order or Demand Draft in favour of POWERGRID from any of the Nationalised or Scheduled Banks.	Call Deposit receipt …… or Pay Order or Demand Draft in favour of Power Grid Corporation of India Ltd. from **a Reputed Commercial Bank/ Financial Institution i.e. IFCI, ICICI, IDBI**.
2	Cl. 9.0 (c), Sec.-NIT, Earnest Money	Irrevocable Bank Guarantee from a Nationalised Bank valid and operative …… as Annexure-E to the General Condition of Contract.	Irrevocable Bank Guarantee from **a Reputed Commercial Bank/ Financial Institution i.e. IFCI, ICICI, IDBI** valid and operative …… as Annexure-E to the General Condition of Contract.
3	Cl. 9.0 (d), Sec.-NIT, Earnest	Fixed deposit receipt issued by Nationalised Bank endorsed in favour of POWERGRID.	Fixed deposit receipt issued by **a Reputed Commercial Bank/ Financial Institution i.e. IFCI, ICICI, IDBI** endorsed in favour of POWERGRID.
4	Cl. 14.0, Sec.-GCC, CPG	As a security towards ……, shall be required to furnish a Performance Guarantee from a nationalised bank at Delhi or from place of accepting authority, in the form ……	As a security towards ……, shall be required to furnish a Performance Guarantee **from a Reputed Commercial Bank/ Financial Institution i.e. IFCI, ICICI, IDBI acceptable to POWERGRID (All Banks/ Financial Institutions except Public Sector Indian Banks shall have Overall Corporate Rating or Long term Debt rating not less than A(-) (A minus) from reputed credit agency)**, in the form …… from the date of Letter/Notice of award.
5	Cl. 27.6, Sec.-GCC, Owner Issued Materials	For the maximum quantity …… shall furnish to the Owner, at its own cost, a bank guarantee for an amount of Rs. **	For the maximum quantity …… shall furnish to the Owner, at its own cost, a bank guarantee **from a Public Sector Indian Bank or from a Reputed Commercial Bank/ Financial Institution i.e. IFCI, ICICI, IDBI acceptable to POWERGRID (All Banks/ Financial Institutions except Public Sector Indian Banks shall have Overall Corporate Rating or Long term Debt rating not less than A(-) (A minus) from reputed credit agency)** for an amount of Rs. **
6	Cl. 67.3, Sec.-GCC, Loans	If for any reason, …… prior to such removal, a bank guarantee acceptable to the Corporation for the amount …… the loan outstanding with interest.	If for any reason, …… prior to such removal, a bank guarantee **from a Public Sector Indian Bank or from a Reputed Commercial Bank/ Financial Institution i.e. IFCI, ICICI, IDBI acceptable to POWERGRID (All Banks/ Financial Institutions except Public Sector Indian Banks shall have Overall Corporate Rating or Long term Debt rating not less than A(-) (A minus) from reputed credit agency)** for the amount the loan outstanding with interest.

(AMENDMENT NO.-II (CC) TO CONDITIONS OF CONTRACT FOR "CIVIL WORKS" CONTRACT
(DOCUMENT CODE NO.: DC-5010-JULY'1992)

S.No.	CLAUSE/ SEC./	EXISTING CLAUSE	AMENDED AS
1	2	3	4
1	Cl. 14.1, Sec.-GCC, CPG	As a security towards ……, shall be required to furnish a Performance Guarantee from a Reputed Commercial Bank/ Financial Institution i.e. IFCI, ICICI, IDBI acceptable to POWERGRID (All Banks/ Financial Institutions except Public Sector Indian Banks shall have rating not less than A(-) (A minus) from reputed credit agency), in the form …… from the date of Letter/Notice of award.	As a security towards ……, shall be required to furnish a Performance Guarantee from (a) a Public Sector Bank or (b) a Scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 100 Crores or above (the latest annual report of the Bank should support compliance of capital adequecy ratio requirement) or (c) any foreign Bank or subsidiary of a foreign Bank with overall international corporate rating or rating of long term debt not less than A(-) (A minus) or equivalent by reputed rating agency) in the form …… from the date of Letter/Notice of award.
2	Cl. 27.6, Sec.-GCC, Owner Issued Materials	For the maximum quantity …… shall furnish to the Owner, at its own cost, a bank guarantee from a Public Sector Indian Bank or from a Reputed Commercial Bank/ Financial Institution i.e. IFCI, ICICI, IDBI acceptable to POWERGRID (All Banks/ Financial Institutions except Public Sector Indian Banks shall have rating not less than A(-) (A minus) from reputed credit agency) for an amount of Rs. **	For the maximum quantity …… shall furnish to the Owner, at its own cost, a bank guarantee from (a) a Public Sector Bank or (b) a Scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 100 Crores or above (the latest annual report of the Bank should support compliance of capital adequecy ratio requirement) or (c) any foreign Bank or subsidiary of a foreign Bank with overall international corporate rating or rating of long term debt not less than A(-) (A minus) or equivalent by reputed rating agency) for an amount of Rs. **
3	Cl. 67.3, Sec.-GCC, Loans	If for any reason, …… prior to such removal, a bank guarantee from a Public Sector Indian Bank or from a Reputed Commercial Bank/ Financial Institution i.e. IFCI, ICICI, IDBI acceptable to POWERGRID (All Banks/ Financial Institutions except Public Sector Indian Banks shall have rating not less than A(-) (A minus) from reputed credit agency) for the amount …… the loan outstanding with interest.	If for any reason, …… prior to such removal, a bank guarantee from (a) a Public Sector Bank or (b) a Scheduled Indian Bank having paid up capital (net of any accumulated losses) of Rs. 100 Crores or above (the latest annual report of the Bank should support compliance of capital adequecy ratio requirement) or (c) any foreign Bank or subsidiary of a foreign Bank with overall international corporate rating or rating of long term debt not less than A(-) (A minus) or equivalent by reputed rating agency) for the amount …… the loan outstanding with interest.

AMENDMENT TO - III TO CONDITIONS OD CONTRACT FOR CIVIL WORKS (DOMESTIC)

(DOC. CODE NO. DC - 5010 - JULY 1992)

1	Cl. 28.4, Section - GCC	The Contractor shall in respect of labour employed by him or his sub-contractors comply with or cause to be complied with the Contractor, Labour Regulations in regard to all matters provided therein.	During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all applicable existing labour enactments and rules made thereunder, regulations, notiifications and byelaws of the State or Central Government or local authority and any other labour law (including rules), regualtions, byelaws that may be passed or notification that may be issued under any labour law in future either by State or the Central Government or the local authority. The employees of the Contractor and the Sub-contactor in no case shall be treated as the employees of the Owner at any point of time.
2	Cl. 28.5, Section - GCC	The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers Liability Act, 1938. Workmen's Compensation Act, 1923 or Employees State insurance Act 1948 (Wherever made applicable by appropriate Government) Industrial Disputes Act, 1947, Maternity Benefit Act, 1961 and interstate Migrant Workmen (Regulation of Employment and conditions of service) Act 1979, Mines Act 1952, Contract Labour Regulation & Abolition Act 1970, or any modifications thereof or any other law relating thereto and rules made thereunder from time to time.	**Clause No. 28.5** **The Contractor shall comply with the provisions of Workmen's Compensation Act 1923, Payment of Gratuity Act 1972, Employee P.F. and Miscellaneous Provision Act 1952, Maternity Benefit Act 1951, Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act 1948, Payment of Wages Act 1936, Equal Remuneration Act 1979, Payment of Bonus Act 1965, Industrial Disputes Act, 1947, Industrial Employment (Standing Orders) Act 1946, Trade Unions Act 1926, Child Labour (Prohibition & Regulation) Act 1986, Inter State Migrant Workmen (Regulation of Employment and Conditions of Service) Act 1979, The Building and Other Construction Workers (Regulation of Employment & Conditions of Service) Act 1996 & the Cess Act of 1996, Factories Act 1948, Employers' Liability Act 1938, Employees State Insurance Act 1948 (wherever made applicable by appropriate Government) and Mines Act 1952, or any modification thereof or any other law relating thereto and rules made thereunder from time to time.**

AMENDMENT TO - III TO CONDITIONS OD CONTRACT FOR CIVIL WORKS (DOMESTIC)

(DOC. CODE NO. DC - 5010 - JULY 1992)

		A) The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the Contract, in accordance with the provision of "The Employees State Insurance Act, 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employers State insurance.		**Clause No. 28.5.1** **The Contractor shall be liable to pay his contribution and the employees contribution to the State Insurance Scheme in respect of all labour employed by him for the execution of the Contract, in accordance with the provision of "The Employees State Insurance Act, 1948" as amended from time to time. In case the Contractor fails to submit full details of his account of labour employed and the contribution payable, the Engineer-in-charge shall recover from the running bills of Contractor an amount of contribution as assessed by him. The amount so recovered shall be adjusted against the actual contribution payable for Employer State insurance.**

AMENDMENT TO - III TO CONDITIONS OD CONTRACT FOR CIVIL WORKS (DOMESTIC)

(DOC. CODE NO. DC - 5010 - JULY 1992)

3	Cl. 28.6, Section - GCC	The Engineer-in-Charge shall (on a report having been made by an Inspecting Officer as defined in the Contractors Labour Regulations) have the power to deduct from the moneys due to the Contractor any sum required or estimated to be required for making good the deficiencies or inadequacies of the provisions made against those which are required under the Labour Regulations resulting in suffering by a worker or workers by reason of non-fulfillment of the Conditions of the Contract stipulating the benefits to workers, non-payment or wages or of deductions made from his or their wages which are not justified by the terms of the Contract or non-observance of the said Contractors Labour Regulations.		If the Owner is caused to pay under any law as Principal Owner such amount as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the Notifications/Bylaws/Acts/Rules/Regulations including amendments, if any, on the part of the Contractor, the Owner shall have the right to deduct any money due to the Contractor under this contract or any other contract with the Owner including his amount of performance security for adjusting the aforesaid payment. The Owner shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Owner.
4	Cl. 28.7, Section - GCC	The Contractor shall indemnify the Corporation against any payments to be made under and for observance of the Regulations aforesaid without prejudice, to his right to claim indemnity from his sub-contractors.		The Contractor shall keep the Owner indemnified in case any action is taken against the Owner by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments.

AMENDMENT NO.-IV DATED 09.03.2005 TO CONDITIONS OF CONTRACT FOR CIVIL WORKS (DOMESTIC)
(DOCUMENT CODE NO.: DC-5010-JULY 1992)

S.No.	Clause Reference	Existing Clause	Amended as
1	2	3	4
1	Cl. 67.0 - Loans [67.1]	67.0 Loans 67.1 Loans will, subject to availability of funds and, if required by the Contractor, be given as under within six weeks of submission of application by him subject to other conditions being fulfilled and the Engineer-in-charge certifying the sum to which the Contractor is entitled by way of loan. In case of Contracts valued at under Rs. 20 lakhs. a) for plant and equipment specifically acquired for the work and brought to Site, at 75% of the purchase price of new machinery; against production of documents in support thereof and subject to the condition that the Engineer-in-charge considers the price reasonable and that such plant and equipment are necessary for the Works and not in excess of requirements and are hypothecated in favour of the Corporation in the form required by the Corporation. Interest on the sum outstanding shall be levied at the percentage mentioned in Schedule 'A'. Loan against plant and equipment shall in no case exceed 6% of the Contract sum. In case of Contracts valued at over Rs. 20 lakhs. b) a lumpsum advance not exceeding 4% of the Contract sum against a guarantee acceptable to the Corporation at the rate of interest mentioned in Schedule-A. The advance shall be utilised for the purpose of this Contract only and for no other purpose. Provided that if a request for loan is made by the Contractor against both the aforementioned provisions of this Condition, viz. (a) & (b) the total sum be given as loan shall not exceed 8% of the Contract Sum.	67.0 Loans 67.1 Loans will, subject to availability of funds and, if required by the Contractor, be given as under within six weeks of submission of application by him subject to other conditions being fulfilled and the Engineer-in-charge certifying the sum to which the Contractor is entitled by way of loan. In case of Contracts valued at under Rs. 20 lakhs. a) for plant and equipment specifically acquired for the work and brought to Site, at 75% of the purchase price of new machinery; against production of documents in support thereof and subject to the condition that the Engineer-in-charge considers the price reasonable and that such plant and equipment are necessary for the Works and not in excess of requirements and are hypothecated in favour of the Corporation in the form required by the Corporation. The interest on monthly outstanding amount will be charged considering the rate of interest as Medium Term Lending Rate of State Bank of India prevailing as on 30 days prior to Bid Opening date. Loan against plant and equipment shall in no case exceed 6% of the Contract sum. In case of Contracts valued at over Rs. 20 lakhs. b) a lumpsum advance not exceeding 4% of the Contract sum against a guarantee acceptable to the Corporation for which the interest on monthly outstanding amount will be charged considering the rate of interest as Medium Term Lending Rate of State Bank of India prevailing as on 30 days prior to Bid Opening date. The advance shall be utilised for the purpose of this Contract only and for no other purpose. Provided that if a request for loan is made by the Contractor against both the aforementioned provisions of this Condition, viz. (a) & (b) the total sum be given as loan shall not exceed 8% of the Contract Sum.

AMENDMENT NO.-IV DATED 09.03.2005 TO CONDITIONS OF CONTRACT FOR CIVIL WORKS (DOMESTIC)
(DOCUMENT CODE NO.: DC-5010-JULY 1992)

S.No.	Clause Reference	Existing Clause	Amended as
1	2	3	4
2	Cl. 67.0 - Loans [67.2]	67.2 Recovery of the sums loaned against (a) and (b) above and of interest thereon shall be made by deduction from the on account payments referred to in Condition 64 and as mentioned in Schedule 'A' in suitable percentages in relation to the progress, as fixed by the Engineer-in-Charge, so that all the sums loaned with interest thereon shall be fully recovered by the time work amounting to nearly 80% of the Contract Sum is completed.....	67.2 Recovery of the sums loaned against (a) and (b) above and of interest thereon shall be made on monthly basis by deduction from the on account payments referred to in Condition 64 and as mentioned in Schedule 'A' in suitable percentages in relation to the progress, as fixed by the Engineer-in-Charge, so that all the sums loaned with interest thereon shall be fully recovered by the time work amounting to nearly 80% of the Contract Sum is completed.....
3	ANNEXURE-B Page 1 of 3	ANNEXURE-B Page 1 of 3 SCHEDULE-B	ANNEXURE-B Page 1 of 3 SCHEDULE-A
4	ANNEXURE-B Page 3 of 3	67.1 Loans a) Interest per annum on sum advanced for purchase of Plant & Equipment — 18% (Eighteen per cent) b) Ditto-as lump sum advance — 18% (Eighteen per cent) Recovery of Loans to be effected — Monthly	**DELETED**

AMENDMENT NO.-V DATED 12.04.2005 TO CONDITIONS OF CONTRACT FOR CIVIL WORKS (DOMESTIC) (DOCUMENT CODE NO.: DC-5010-JULY 1992)

S.No.	CLAUSE/ SEC./ PAGE	EXISTING CLAUSE		AMENDED AS
1	2	3		4
1	Cl. 8.0, TAXES, DUTIES & LEVIES, SECTION - GCC	-------		Add new clause 8.5 in the General Terms & Condition of Contract, SECTION-GCC. The bidder shall included Service Tax and surcharge/ cess etc. on it as applicable in their quoted bid price and POWERGRID would not bear any additional liability on this account. POWERGRID shall, however, deduct such tax at surce as per the rules and issue necessary Certificate to the Contractor.

AMENDMENT NO. VI DATED 16.01.2006 TO CONDITIONS OF CONTRACT FOR CIVIL WORKS (DOMESTIC)
[DOC. CODE NO.: DC-5010-JULY 1992]

Sl. No.	Clause Reference	Existing Clause	Amended as
1	Clause No.67.0 Loans {67.1}	67.0 Loans 67.1 Loans will, subject to availability of funds and, if required by the Contractor, be given as under within six weeks of submission of application by him subject to other condition being fulfiled and the Engineer-in-charge certifying the sum to which the Contractor is entitled by way of loan. In case of Contracts valued at under Rs. 20 lakhs. a) for plant and equipment specifically acquired for the work and brought to Site, at 75% of the purchase price of new machinery; against production of documents in support thereof and subject to the condition that the Engineer-in-charge considers the price reasonable and that such plant and equipment are necessary for the Works and not in excess of requirements and are hypothecated in favour of the Corporation in the form required by the Corporation. The interest on monthly outstanding amount will be charged considering the rate of interest as the Medium Term Lending Rate of State Bank of India prevailing as on 30 days prior to Bid Opening date. Loan against plant and equipment shall in no case exceed 6% of the Contract sum. In case of Contracts valued at over Rs.20 lakhs	67.0 Loans 67.1 Loans will, subject to availability of funds and, if required by the Contractor, be given as under within six weeks of submission of application by him subject to other condition being fulfiled and the Engineer-in-charge certifying the sum to which the Contractor is entitled by way of loan. In case of Contracts valued at under Rs. 20 lakhs. a) for plant and equipment specifically acquired for the work and brought to Site, at 75% of the purchase price of new machinery; against production of documents in support thereof and subject to the condition that the Engineer-in-charge considers the price reasonable and that such plant and equipment are necessary for the Works and not in excess of requirements and are hypothecated in favour of the Corporation in the form required by the Corporation. The interest on monthly outstanding amount will be charged at the rate indicated in the Special Conditions of Contract. Loan against plant and equipment shall in no case exceed 6% of the Contract sum. In case of Contracts valued at over Rs.20 lakhs

		b) a lumpsum advance not exceeding 4% of the Contract sum against a guarantee acceptable to the Corporation for which the interest on monthly outstanding amount will be charged consdiering the rate of interest as the Medium Term Lending Rate of State Bank of India prevailing as on 30 days prior to Bid Opening date. The advance shall be utilised for the purpose of this contract only and for no other purpose. Provided that if a request for loan is made by the Contractor against both the aforementioned provisions of this Condition, viz. (a) & (b) the total sum be given as loan shall not exceed 8% of the Contract Sum	b) a lumpsum advance not exceeding 4% of the Contract sum against a guarantee acceptable to the Corporation for which the interest on monthly outstanding amount will be charged at the rate outstanding amount will be charged **at the rate indicated in Special Conditions of Contract**.The advance shall be utilised for the purpose of this Contract only and for no other purpose. Provided that if a request for loan is made by the Contractor against both the aforementioned provisions of this Condition, viz. (a) & (b) the total sum be given as loan shall not exceed 8% of the Contract Sum

AMENDMENT NO.-VII DATED 02.06.2006 TO CONDITIONS OF CONTRACT FOR CIVIL WORKS (DOMESTIC) (DOCUMENT CODE NO.: DC-5010-JULY 1992)

S.No.	CLAUSE/ SEC./ PAGE	EXISTING CLAUSE		AMENDED AS
1	Cl. 2.1, Sec. - NIT / Page 2	Nil		Add new Sub-clause 2.1 as given below: "Bids can be submitted by firms from within India including company(ies) registered and incorporated in India as per Companies Act, 1956 barring foreign bidders / MNCs not registered and incorporated in India and those bidders with whom business is banned by POWERGRID."

AMENDMENT NO.-VIII DATED 28.08.2007 TO CONDITIONS OF CONTRACT FOR CIVIL WORKS (DOMESTIC) (DOCUMENT CODE NO.: DC-5010-JULY 1992)

S.No.	CLAUSE/ SEC./ PAGE	EXISTING CLAUSE	AMENDED AS
1	Cl. 64.0, PAYMENT ON ACCOUNT (SECTION-GCC Page 68	Nil	Add new clause 64.7 as follows: **"64.7 Mode of Payment :** All the payments to be made directly to the Contractor under the contract shall be made by POWERGRID through electronic payment mechanism (e-payment) for which necessary details shall be tied up during execution of the contract. However, request for payment to be released through cheque shall be considered on case to case basis and on the merits of the same."

AMENDMENT NO.-IX DATED 19.11.2007 TO CONDITIONS OF CONTRACT FOR CIVIL WORKS (DOMESTIC)
(DOCUMENT CODE NO.: DC-5010-JULY 1992)

S.No.	CLAUSE/ SEC./ PAGE	EXISTING CLAUSE		AMENDED AS
		The award of work under this Contract will be on Works Contract basis.The Contractor shall be responsible for payment of any such tax levied o the works contract payable under the existing laws and the same shall be reimbursed by the Owner.		payable under the existing laws and the same shall be reimbursed by Owner.
3	Clause 8.4,Sec-GCC [Clause 8.0:Taxes,Duties & Levies]	Further, sales tax on the turnover in respect of transaction between Contractor and his sub-contractor/vendor etc.shall be liablity of Contractor and shall not be reimbursed by Owner.		Further, sales tax/VAT on the turnover in respect of transaction between Contractor and his sub-contrator/vendor etc. shall be liablity of Contractor and shall not be reimbursed by Owner.
4	Clause 26.6, Sec.-GCC [Clause 26.0: Materials]	As brought in clause 8.0 and subject to as herein after provided all charges on account of Octroi, terminalor sales tax and other duties on materials obtained for the works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.		As brought in clause 8.0 and subject to as herein after provided all charges on account of Octroi, terminalor sales tax/VAT and other duties on materials obtained for the works from any source (excluding materials supplied by the Corporation) shall be borne by the Contractor.

AMENDMENT NO.-IX DATED 19.11.2007 TO CONDITIONS OF CONTRACT FOR CIVIL WORKS (DOMESTIC)
(DOCUMENT CODE NO.: DC-5010-JULY 1992)

S.No.	CLAUSE/ SEC./ PAGE	EXISTING CLAUSE		AMENDED AS
	Clause 8.1, Sec-GCC[Clause 8.0: Taxes,Duties & Levies]	All custom duties, exercise duties, sales tax and other levies payable to the Tenderer in respect of transactions between the Tenderer and his vendors/sub-suppliers for procurement of any material, tools and plants etc., shall be included in the Tender price be entertained by the Owner.The rates quoted in the Tender in Bill of Quantities shall be inclusive of all such taxes, duties, import duties,toll,octroi,royalty etc.		All custom duties, exercise duties, sales tax / Value Added Tax (VAT)and other levies payable to the Tenderer in respect of transactions between the Tenderer and his vendors/sub-suppliers for procurement of any material, tools and plants etc., shall be included in the Tender price be entertained by the Owner.The rates quoted in the Tender in Bill of Quantities shall be inclusive of all such taxes, duties, import duties,toll,octroi,royalty etc.

3	Clause 8.2,Sec-GCC [Clause 8.0:Taxes,Duties & Levies]	sales tax,local tax and other levies in respect of transaction between the Owner and the Contractor under the contract, if any, shall not be included in the aforesaid Tender Price but they shall be indicated separately,if applicable, in their offer and the same will be considered for the purpose of evaluation of the Tender and payment to the Contractor shall be admissible to the extent as payable under the law as on the date of actual Tender Opening . Any subsequent variation in the above taxes, duties & levies or new taxes shall be payable/recoverable as the case may be by the Owner on actual basis on production of documentary evidence.		sales tax/VAT,local tax and other levies in respect of transaction between the Owner and the Contractor under the contract, if any, shall not be included in the aforesaid Tender Price but they shall be indicated separately,if applicable, in their offer and the same will be considered for the purpose of evaluation of the Tender and payment to the Contractor shall be admissible to the extent as payable under the law as on the date of actual Tender Opening . Any subsequent variation in the above taxes, duties & levies or new taxes shall be payable/recoverable as the case may be by the Owner on actual basis on production of documentary evidence. The award of work under this Contract will be on Works Contract basis.The Contractor shall be responsible for payment of any such tax levied on the works contract.