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भारत संचार निगम लिमिटेड
(भारत सरकार का उपक्रम)
BHARAT SANCHAR NIGAM LIMITED
(A Govt. of India Enterprise)

No. NIT& Contract Conditions/2013/A&C/W(T)/ 292

Dated: 14/08/2013

To

All PCE(C)/CE(C),
BSNL.

Subject: Modification in GCC 2006- regarding.

The General Conditions of Contract-2006 (GCC-2006) for BSNL Civil Works was issued vide this office letter of even No.218 dated 27/04/2006 for which subsequent Correnction Slips No.1, 2, 3 & 4 were issued vide this office even letters dated 02/11/2007, dated 07/04/2008, dated 15/04/2009 and dated 04/04/2013.

Now in view of change in Service tax rules by the Govt. of India notification No. 30/3012-Service Tax, dated 20.06.2012, competent authority has approved the proposal for further amendment in Clause 37 & 38 .These are enclosed herewith as Correction Slip No.-5 for incorporation in GCC-2006 in addition to earlier Correction Slips cited above.

Schedule –'F' has been modified in view of Correction slip no. – 5. These are available at intranet for implementation and incorporation in the NIT documents with immediate effect.

This is issued with approval of PGM(BW).

Encl: As above

Raj Kumar
14/08/13
DGM(Civil)

**Correction Slip no. 5
(To GCC for civil works-2006)**

Clause No.	Present Provision in the Clause	Modified Provision in the Clause
37(i)	Sales Tax/VAT (except Service Tax), Building and other construction workers Welfare Cess or any other tax or cess in respect of this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect. However, in respect of Service Tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.	Sales Tax/VAT (including Service Tax up to the extent mentioned in Schedule-F), Building and other construction workers Welfare Cess or any other tax or cess in respect of this contract shall be payable by the contractor and BSNL shall not entertain any claim whatsoever in this respect.
38(i)	All tendered rates shall be inclusive of all taxes and levies (except Service Tax) 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, the contractor shall be	All tendered rates shall be inclusive of all taxes and levies [including Service Tax up to the extent mentioned in Schedule-F under Clause-37(i)], 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

[Handwritten Signature]
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AGM (QA-D)

reimbursed the amount so paid, provided such payments , if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.	pays such taxes/levies, the contractor shall be reimbursed the amount so paid, provided such payments , if any, is not, in the opinion of the Superintending Engineer (whose decision shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
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Modifications in Schedule-F"

Clause No.	Present Provision in the Clause	Modified Provision in the Clause
Cluase-37(i)	Extent Of Service Tax payable by Contractor for Building And Construction Works. ----- No provision -----	Extent of Service Tax payable by Contractor for Building and Construction works: 50 % of total Service Tax, as per notification issued by Ministry of Finance, Govt. of India vide Notification No. 30/2012-Service Tax dated 20/06/2012.

M. Sanyal
14/04/13
DM (QA)-III

(H)
14/8/13
A.G.M. (QA-III)