

SECTION V

TAXES and Duties: GST

1. The prices are excluding GST and Cess as applicable which will be paid extra on a given taxable goods and/or services. The amount and % of GST and Cess as applicable should clearly be indicated separately. (GST/Cess means all applicable Tax/Cess under GST Laws.
2. GST Laws means IGST Act, GST (Compensation to the State for Loss of Revenue) Act, CGST Act, UTGST Act and SGST Act, 2017 and all related ancillary legislations).
3. Contractor shall have to submit a C.A Certificate & duly authorized Signatory, certifying that you have not claimed Refund of any applicable GST and Cess, charged to COMPANY or shall not claim any such Refund, on a future date, from the concerned Authorities and if, any Refund, in respect of such GST and Cess, is claimed by you, it will be immediately passed on to the COMPANY, without COMPANY making any specific Claim, for the same, either from the Department or from you.
4. The offers having price INCLUSIVE OF GST and Cess is likely to be rejected if the rate of GST and Cess is not mentioned clearly unless the bidder has opted for Composition Scheme under GST Act, which should be clearly indicated in the price bid. COMPANY may at its discretion consider such offer with presumption of highest applicable rate of VAT/GST/Cess prevailing when the price quoted is inclusive of GST and Cess.
5. If the Contractor has opted for the Composition scheme of GST, the same must be clearly specified with valid Declaration & Certificate from Department. In the event of withdrawal/cessation of the Supplier from Composition scheme during the tenure of the contract, the rate mentioned in the price bid shall be final and any additional GST will have to be borne by the tenderer. In no case additional amount towards tax or otherwise will be paid / reimbursed to supplier/contractor. Further Statutory Variation clause will not be applicable in case of Supplier / Contractor has opted for Composition Scheme under GST.
6. Contractor should charge GST in Invoice at the rate as agreed to/mentioned in acceptance of tender only and any deviation in the same shall not be accepted. Further, any additional liability of GST (later on due to wrong mentioning of GST rate, mis-interpretation of HSN/SAC Code, etc.) over and above as charged in the invoice shall be borne by the Supplier/Contractor. However, any refund received by the supplier / contractor on account of GST charged from the company; such refund shall have to be passed on to the company, along with interest if any. Such refund along with interest needs to be passed on suo-moto by the contractor.
7. Further, the Company has a right to recover the amount of GST along with penal interest at the rate of 15% per annum if GST charged is not paid/short paid to the government or fail to upload the details or uploads inaccurate particulars on GSTIN portal by the Supplier / Contractor within the stipulated time limit.

In case, Govt. revises the rate of GST rate / Code during the tenure of the contract, the provision of GUVNL's statutory variation clause shall apply.

Date:

Sign & Stamp of the Bidder

8. INPUT TAX CREDIT BENEFIT

In the event of any statutory increase in the rate of Input Tax Credit and / or due to inclusion of any other additional item of their inputs / input services under the ambit of the Input Tax Credit provisions under the GST Act, subsequent to the date of submission of the offer, the same should be passed on to COMPANY and you should inform such changes to COMPANY from time to time. PGVCL's GST Registration No.is **24AADCP1453C1ZZ**

9. TAXES, PERMITS & LICENCES:

The Contractor shall be liable and pay all foreign taxes, duties, levies lawfully assessed against the PGVCL or the Contractor in pursuance of the Contract. In addition the Contractor shall be responsible for payment of all Indian duties, levies and taxes lawfully assessed against the Contractor for his personal income & property only.

10. Income Tax -TDS

"Income-tax at source at the prevailing rate will be deducted from bills in accordance with the provision of Income-Tax Laws and to that effect a certificate will be issued to the contractor, however added as contractor has to submit separate invoice for supply parts item as well as works part item separately, otherwise TDS will be deducted on entire invoice value."

11. Applicable welfare cess will be deducted from contractors each bill by PGVCL to pay the same to the respective Govt. Department. Tax will be deducted as per applicable statutory rules.

12. Statutory Deduction

Statutory deduction will be made as per applicable rules & rates for TDS, GST TDS, welfare cess or any other taxes applicable time to time etc. All other statutory liabilities towards this contract will be on your part.

2. STATUTORY VARIATION

Any statutory increase in the taxes subsequent to your offer if it takes place within the contract period will not be considered **except GST**. No statutory variation will be given for this work **except GST**.

3. The Contractor shall be fully responsible for deducting the P.F. of the employees/labour Working under him as per statutory regulations and depositing the same with the concerned authorities.

4. The Contractor shall comply with the relevant laws of India.

5. ACCIDENTS:

The Contractor shall be liable for and shall indemnify the Employer against all losses, expenses or claims arising in connection with the death of or injury to any person employed of the Contractor or his subcontractors for the purposes of the Works.

Date:

Sign & Stamp of the Bidder