

## Annexure – XIII

### GST GUIDELINES

**In the GST regime the below mentioned terms and Conditions shall be applicable:**

- Current taxes being reflected in the terms and conditions like Central Excise/ Service Tax /VAT/ CST, Entry tax, LBT, Octroi, etc. (other taxes to be subsumed in GST) to be replaced with SGST, UTGST, CGST, IGST, GST Compensation Cess as applicable.
- **Payment Terms:**  
  
Supplier to confirm that the GST amount charged in invoice is declared in its GSTR-1 and GSTR-3 and payment of taxes has been made.
- **Tax Indemnity clause:**  
  
Declaration/ Self Certificate stating that Taxes which have been collected/ with-held on behalf of GNFC have been duly paid/ will be paid to the Government account within the due dates specified under various Tax Laws in India and Rules made there under. It may please be noted that if GNFC is not able to avail any tax credit due to any short coming on the part of the vendor (which otherwise should have been available to GNFC in the normal course), then the vendor at his own cost and effort will get the short coming rectified. If for any reason the same is not possible, then the vendor will make 'good' the loss suffered by GNFC due to the tax credit it lost in that transaction. Any shortcoming shall be communicated by GNFC to vendor and the vendor shall take prompt action to rectify the same. GNFC reserve right to recover from outstanding balance of party.
- **Timely provision of invoices/ DN/ CN:**  
  
Vendor to immediately provide invoice/ Debit Note/ Credit Note to enable GNFC to claim tax benefit on or before stipulated time period. All necessary adjustment entries (Credit Note, Purchase Returns, and Debit Notes) shall be made within 30 days.
- **HSN/SAC**  
  
HSN / SAC for goods & services respectively shall be specifically included in the invoices.
- In case of receipt of advance, the vendor undertakes to raise the necessary statutory document. Further the vendor declares to raise the prescribed documentation governing the movement of goods.

➤ **Discounts**

Any known discount should form part of terms of the agreement and invoice to enable Supplier/ GNFC to claim tax adjustment.

➤ **Manner of issue of invoices**

- a) Mandatory three copies of the invoices need to be issued by suppliers in case of supply of goods (i.e. 'Original' for recipient, 'Duplicate' for transporter and 'Triplicate' for supplier) and wherever the law requires, an Electronic Reference Number for each invoice. 2 copies of invoice need to be issued by supplier in case of supply of services (i.e. 'Original' for recipient and 'Duplicate' for supplier). Further, the invoices for supplies shall clearly bear the GSTIN No/ UID No along with purchase order/ work order No and date.
- b) Supplier shall be responsible to issue documents required for movement of goods and the logistic partner shall not be liable for any loss arising due to confiscation of goods by government agencies on account of lack of proper documents or any miss-declaration.
- c) Where the supply of goods/ services are liable to GST under reverse charge mechanism, then the supplier should clearly mention the category under which it has been registered and also that "the liability of payment of GST is on the Recipient of Service".
- d) The invoice should clearly specify any abatement, if any claimed or otherwise from the Taxable Value while calculating the GST.
- e) Tax invoice is to be issued by the supplier/vendor as per sec. 31 (read with rule 7) of invoice rules.

➤ **Other points –**

- a) Any Liability arising out of dispute on the tax structure, calculation and payment to the Government will be to the Supplier's account
- b) The PO/ WO shall be void, if at any point of time you are found to be a black listed dealer as per GSTN rating system and further no payment shall be entertained.
- c) The Vendor/ Sub contractor shall communicate to GNFC with regard to any change in the registration, issue of blacklisting or any non-compliance irrespective of the fact that whether such events are attributable to the vendors or not.
- d) Any local levies and or other charges levied by any Central/state/local authorities wherever applicable shall be extra and supplier shall be liable to discharge the same.

➤ **Clause on anti-profiteering**

- Any economic or tax benefit arising out of the implementation of GST is mandatorily required to be passed on to us by you. Similarly, the benefits enjoyed by your vendors and other players in the supply chain are also required to be passed on to you by them, which in turn shall be passed on to us by way of price reductions. Accordingly, you are expected to pass on any direct or indirect benefits arising thereon.
  
- The responsibility to pass on the above benefits vests with you, as our 'responsible vendors' and we reserve our right to understand and seek the manner/ mechanism in which such benefits are passed on to us.