

A. Modification to form No. DPS P-22 : Clause No. 3 of Instruction to Tenderer and **Excise Duty** clause shall be deleted.

B. Modification to Additional instructions to tenderer to be incorporated in the existing instructions to tenderers and tendering conditions

Clause No. 5 is replaced as follows, Clause Nos. 6, 7 & 8 are deleted.

New clause No. 25 is added.

5 GOODS AND SERVICE TAX

GOODS AND SERVICE TAX where legally leviable as per relevant HSN code will be admitted and re-imbursed at the rate applicable during original delivery date.

The Purchaser is entitled for assessment of GST at the Concessional rate as per Notifications issued by the Government, as amended from time to time, in respect of purchases made for the Research and Development applications under the Department of Atomic Energy and other R&D units.

GST for R&D Unit: Goods and Services Tax (GST) wherever applicable will be paid extra at actual during the delivery period stipulated in the Purchase Order. In terms of notifications issued by the Central Government and State Governments, R&D units of Department of Atomic Energy are entitled for IGST @ 5% or CGST @ 2.5% and SGST @ 2.5% as applicable for stores covered under the Purchase Order.

GST other than R&D Unit: Goods and Service Tax (GST) wherever applicable will be paid extra at actual during the delivery period stipulated in the Purchase Order.

It would be the responsibility of the contractor to ensure that relevant certificate is obtained from the purchaser before effecting the delivery of goods ordered failing which the excess tax paid by the contractor shall not be reimbursed by the purchaser.

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The contractor should furnish the following certificate:

Certified that Taxes and Duties charged has not been exempted under the respective Acts and rules made there-under and the amount claimed on the account of inclusive all subsumed taxes and duties and is not more than what is payable under the provision of relevant Act or the rules made there-under.

Certified further that we being assessed to the taxation authorities and also that where there are statutory exemptions under the relevant Act/law of the State Government concerned, we have availed ourselves of it and not claimed. Further certify non-availability of such a provision wherever claimed.

Certified further in respect of amount claimed in the bill, no claim is pending for refund/or admissible. Certified that in the event of our getting refund in whole or in part of the element of taxes and duties claimed from Government, we shall pass on the benefit to the Purchaser by remitting to Government the amount equivalent to the amount of refund obtained by us.

Further certified that the, we abide-by the all the provisions of Acts of Government and rules made there-under especially regarding anti-profiteering provisions.

Certified further that we (our Branch or agent) _____(address) are registered in the State of _____ under Registration numbers _____.

(Stamp and Signature of authorised official of the Supplier or Contractor)

The vendor shall solely responsible for declaration of Goods and Service Tax made in his Invoice and shall indemnify the purchaser from any claim or its liability from concerned authorities at any stage.

Certificate with each bill to the effect that no refund has been obtained in respect of the reimbursement of GST made to vendor during three months immediately preceding the date of the claim covered by the relevant bill.

In case of the failure on the part of the vendor to do so within 10 days of the issue of the refund orders to them by the Authorities, the purchaser would be empowered to deduct a sum equivalent to the amount refunded by the authorities without any further reference to the vendor, from any of their outstanding bills against this or any other ending Government Contracts and that no dispute on this account would be raised by the vendor.

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Statutory Deductions, as applicable shall be deducted from the supplier's bill.

4.1 FLUCTUATION IN STATUTORY LEVIES:

Unless otherwise specifically agreed to in terms of the Contract, the purchaser shall not be liable for any claim on account of fresh imposition and / or increase in statutory levies on raw materials and / or components used directly in the manufacture of the contracted Stores, taking place during the pendency of the contract. However, any reduction in statutory levies on these raw materials and / or components must be passed on to Purchaser.

5 CUSTOM DUTY:

The Purchaser is entitled for assessment of customs duty at the concessional rate as per Customs Notification No. 51/96-Custom dated 23.7.1996 issued by the Department of Revenue, Ministry of Finance, as amended from time to time, in respect of purchases made for the Research Institutions under the Department of Atomic Energy and the Purchaser will obtain the requisite certificate from the appropriate authority and provide to the contractor for availing the concessional rate of custom duty.

In case an Indian supplier/agent submits an offer for supply of out rightly imported stores in Indian Rupees, they should quote price for free and safe delivery of stores to the consignee no concessional certificate will be issued by the purchaser except mentioned in clause no. 4 GST and IGST.

High Seas sale will not be considered.

Wherever against a requirement, both indigenous as well as imported offers are received, the offers for imported stores will be evaluated on the basis of the total landed cost after loading the full customs duty and other levies as may be applicable from time to time for taking purchase decision.

Custom duty exemption certificate will not be issued for raw materials/components or any other intermediary materials going into the manufacture of the end product.

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7 PRICE / PURCHASE PREFERENCE:

Purchase/ Price preference to industries will be given as per the policy of the Government of India in force at the time of evaluation provided their offer is in compliance with the conditions of the policy.

8 Arriving at total landed cost for comparison purpose

The following will be the loading for Air Freight

FCA Price + Air Freight @ 10% = CFR Price

CFR Price + Insurance @ 1% + CIF Price

CIF Price + Taxes & Duties, as applicable = DDP

[DDP + Clearing charges@1% (on CIF Price) + Inland freight @1% (on CIF Price)] X Rate of Exchange as on the date of opening of bids = Total Landed Cost in INR

The following will be the loading in case of Ocean Shipment.

CFR Price + Insurance @1% = CIF Price

CIF Price + Taxes & Duties, as applicable = DDP

[DDP + Clearing charges @ 1% (on CIF Price) + Inland freight @ 1% (on CIF Price)] X Rate of Exchange as on the date of opening of bids = Total Landed Cost in INR.

8.1 However, in the contract, concessions as may be applicable as per the rules only will be admitted.

25 ADVANCE INTIMATION OF DESPATCH

The contractor shall give to the consignee advance intimation by email/fax about despatch/shipment of the stores covered under the contract for arranging necessary preparations for taking delivery.