

तार : 'फूडकोर्प'

Gram : 'FOODCORP'

फैक्स नं: एचएफसीआई एन डी

Fax No.: HFCI ND

भारतीय  
खाद्य  
निगम



FOOD  
CORPORATION  
OF INDIA

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No. - F-19/GST/ 2016-17/Part-I/Fin/GST\_26

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### GST CELL

After GST implementation w.e.f. 1<sup>st</sup> July 2017 there is requirement of modification in the Model Tender Document (MTF) for different type of contracts.

The E&Y, GST Consultant at Headquarters level has reviewed the various MTFs and has submitted the report in which modifications in the existing terms as well as inclusions of certain new clauses has been suggested.

In this regard, the modifications in the existing terms as well as inclusions of certain new clauses which are common for different MTFs are as under, which can be taken into consideration while framing tender documents.

#### **1. Offer letter from the Tenderer**

I/We hereby declare that my/our firm/company is not blacklisted by GST authorities.

#### **2. Technical Evaluation**

Wherever Copy of Sales Tax/VAT/Service Tax registration certificate is required in place of that the Copy of Goods and Service tax registration certificate is required.

#### **3. Disqualification conditions**

Tenderer/Bidder who is blacklisted by the GST authorities.

#### **4. Payment terms**

The tenderer/bidder shall ensure that the invoice to be raised with FCI is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by FCI.

FCI reserves the right to release the payment of GST amount only post matching of the invoices in the GSTN System.

This shall be ensured by the tenderer/bidder that the invoice raised by him during a month is appropriately reported in the GST Returns of the said month.

## 5. Termination

FCI reserves the right to forthwith cancel any supplies under this contract if the tenderer/bidder is blacklisted by the GST authorities.

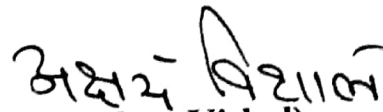
## 6. Set-off/Indemnity

FCI reserves the right to claim from the tenderer/bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on part of the service provider.

## 7. Clause related to MTF for Sale /Outward supply

FCI shall not be under any obligation to entertain claims related to future obligation arising on buyer related to input tax credit (ITC) mismatch in GST return or wrongful availment of ITC by buyer, if the same is not intimated within a period of 90 days from the date of issue of invoice.

The above is for information and further necessary action.

  
(Akshay Vishal)

**General Manager (Finance)**

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