Taxes

Unless specified otherwise in the contract, Service Provider shall bear all taxes, duties, Government levies etc. including corporate and personnel taxes levied or imposed on the Service Provider on account of payments received by it from the Company for the work done or service rendered under this contract.

It shall be the responsibility of the Service Provider to submit to the concerned Indian tax authorities, the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in a timely manner.

1. **Goods and Service Tax**

   i. Supplier/ Service Provider shall provide tax invoices in the prescribed format along with the prescribed particulars under the Goods and Service Tax (GST) Law or e-invoices from the Government portal, as may be applicable.

   ii. Supplier/ Service Provider shall undertake all the necessary compliances including filling of the accurate details of the tax invoices/ e-invoices raised on the Company on the GST Network within the prescribed timelines for enabling the Company to avail input tax credit in respect of the GST paid or payable (against the aforesaid tax invoices/ e-invoices).

   iii. Supplier/ Service Provider should furnish the correct HSN/ SAC classification/ customs tariff head in their quotation and invoice(s). If the credit for the duties, taxes and cess under GST provisions/ rules is found to be inadmissible at any stage, then the Supplier/ Service Provider will be liable to refund such inadmissible amount along with penalty and interest if charged by the concerned authority.

   iv. The Supplier/ Service Provider undertakes that a debit note / supplementary invoice / credit note with appropriate references to the original invoice will be issued only in such circumstances as may be agreed between the parties.

   v. Payment towards the components of GST shall be released by the Company only against:

      a) receipt of appropriate tax invoice/ e-invoice in respect of supply of goods/ services; and

      b) Supplier/ Service Provider declares the details of such invoices in their respective returns (i.e. in GSTR-1 and GSTR-3B) and the same is reflected in GSTR-2A of SWTS on the GSTN portal.

   vi. In case the services rendered are covered under reverse charge mechanism and SWTS is liable to pay GST on a reverse charge basis, then the Service Provider would not charge GST on its tax invoice(s)/ e-invoice. Further, the Service Provider undertakes to comply with the provisions of GST law as may be applicable.

   vii. In case any credit, refund or other benefit is denied or delayed to the Company due to any non-compliance of GST legislation by the Service Provider, such as failure to file the details of the supply on the GSTN portal, failure to pay GST to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents/ information by the Service Provider, the Service Provider would reimburse the loss to the Company and/ or the Company may recover the same, but not limited to, the tax loss, interest and penalty.

2. **Tax Collected at Source (TCS)**

   i. Supplier shall undertake all the necessary compliances including filling of the accurate details of the tax invoices/ e-invoices raised on the Company on the traces Network within the prescribed timelines for enabling the Company to avail credit in respect of the TCS paid or payable (against the aforesaid tax invoices/ e-invoices).

ii. Payment towards the components of TCS shall be released by the Company only against:

a) receipt of appropriate tax invoice/ e-invoice in respect of supply of goods; and

b) Supplier declares the details of such invoices in their respective returns (i.e. in Form no. 27EQ) and the same is reflected in Form 26AS of SWTS.

iii. In case any credit, refund or other benefit is denied or delayed to the Company due to any non-compliance of income tax legislation by the Supplier, such as failure to file the details of the supply on the traces portal, failure to pay TCS to the Government or due to non-furnishing or furnishing of incorrect or incomplete documents/ information by the Supplier, the Supplier would reimburse the loss to the Company and/ or the Company may recover the same, but not limited to, the tax loss, interest and penalty.

3. **Tax Deducted at Source (TDS)**

i. The Service Provider shall bear on its own account all direct taxes, levied or imposed on the Service Provider under the laws of India, as in force from time to time.

ii. Tax shall be deducted at source by the Company from all sums due to the Service Provider in accordance with the provisions of the Income Tax Act,1961, as in force at the relevant point of time. The Company shall provide to the Service Provider, all the necessary documentation or certificates to prove deposition of tax so deducted with the tax authorities.