

Bid Specific Additional Terms and Conditions (ATC):

The following bid specific data shall amend and/or supplement the provisions in the GTC/SLA.

| Sl. No. | GTC/SLA Clause Ref. No. | Amendment/Supplement to GTC/SLA |
|---------|-------------------------|--|
| 1. | GTC Clause 2(f) | Supplementing GTC Clause 2(f) with the following: Buyer shall also mean EESL/Employer/Owner. |
| 2. | GTC Clause 2.0 | Insert following after GTC 2.0(j) k. "Officer-in-Charge / Engineer-in-Charge/ Single Point of Contact (SPOC)" shall mean the Engineer/Officer/Administrative Officer, appointed by the Buyer or his duly authorized representative who shall direct, supervise and be in-charge of the works for purpose of this contract. |
| 3. | GTC clause 4.0, xiii(h) | Supplementing GTC clause 4.0, xiii(h) with the following: (a) This Invitation for Bids, issued by the Employer is open to all firms including company(ies), Government owned Enterprises registered and incorporated in India as per Companies Act, 1956, barring Government Department as well as foreign bidders/MNCs not registered and incorporated in India and those bidders with whom business is banned by the Employer. (b) The bidder has to be a 'Class-I or Class-II local supplier' as defined under Public Procurement (Preference to Make in India) Order, 2017 issued by Department for promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, Government of India vide order dated 15/06/2017, its revision dated 16/09/2020 (PPP-MII Order) read in conjunction with 'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content) in respect of Power Sector' order dated 28/07/2020 and 17/09/2020 issued by Ministry of Power (MoP Order) and subsequent modifications/ amendments if any. Presently, the minimum local content requirement to categorize a supplier as 'Class-I and Class-II local supplier' is 50% and 20% respectively. Firms who are not 'Class-I or Class-II local supplier' shall not be eligible to bid. Further, entities of countries which have been identified by the Nodal Ministry/Department identified under PPP-MII order, as not allowing Indian companies to participate in their Government procurement for any item related to that Nodal Ministry shall not be allowed to participate in bidding for all items/services related to that Nodal Ministry/Department, except for the list of items published by the Ministry/Department permitting their |

| Sl. No. | GTC/SLA Clause Ref. No. | Amendment/Supplement to GTC/SLA |
|---------|-------------------------|--|
| | | <p>participation. The term 'entity' of a county shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.</p> <p>The 'Class-I & Class-II local supplier' shall give a self-certification in his bid in the given format, indicating the percentage of Local Content and certifying that the item/services offered meets the Local Content requirement for 'Class -I & Class-II local supplier' and shall give details of the location(s) at which value addition is made. Further, in case of packages above Rs. 10 Cr, the 'Class-I & Class-II local supplier' shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content. Any false declaration regarding Local Content by the bidder shall be a transgression of Integrity Pact and action shall be taken in line with provisions of the Integrity Pact and in line with the provisions of the PPP-MII Order.</p> <p>It may be mentioned that purchase preference under relevant order/notification/guideline/policy for MSE and PPP-MII shall be applicable in line with terms and conditions of GeM portal.</p> |
| 4. | GTC clause 4.0, xiii(g) | <p>Supplementing GTC clause 4.0, xiii(g) with the following:</p> <p>Bids shall be submitted in Single Stage Two Envelope Bidding Procedure/Process as per the following:</p> <p>I. <u>Packet-I of Envelope -1 (Techno-Commercial Bid)</u></p> <p>A. Shall contain Hard Copy of the following documents:</p> <ol style="list-style-type: none"> Fee towards cost (INR 15,000/-) of Tender Documents or documentary evidence in support of exemption of Document Fee. Bidders submitting Document Fee through RTGS shall upload the scan copy of receipt of transfer of amount in Packet-I of Envelope-I. Participation of bidder shall be subject to confirmation of amount transferred through RTGS. The details mentioned in document uploaded as proof of transfer of amount shall only be considered for verification purpose. For Submission of Bid document fee through NEFT/RTGS mode, <i>(submission of Hard Copy in "Original" for Document Fee and "Copy" for documentary proof in support of exemption or Payment Acknowledgement towards Document Fee in case of Online Payment)</i> Bid Security as indicated at GeM portal as per the format attached in Attachment-2 of ATC or documentary evidence in support of exemption of Bid Security, <i>(submission of Hard Copy in "Original" for Bid Security Declaration and "Copy" of documentary proof in support of exemption)</i> <p>Note: In case MSE bidders are exempted from submission of Document fee & Bid Security, then bidder has to submit copy of</p> |

| Sl. No. | GTC/SLA Clause Ref. No. | Amendment/Supplement to GTC/SLA |
|---|-------------------------|--|
| | | <p>valid 'Udyam Registration Certificate' in Packet-1 of Envelop-1 for the purpose of Evaluation. Micro and Small Enterprises (MSEs) registered with Udyam Registration Portal as specified by Ministry of Micro, Small and Medium Enterprises are exempted from submission of fee towards the cost of Bidding Documents as per the Provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs) order 2012, Notification dated 01/06/2020 and 26/06/2020 read in conjunction with related notifications issued from time to time for such enterprises.</p> <p>Tenders without Bid Security is liable to be rejected. It should be ensured by the vendor that the original document is received by EESL before opening time of techno-commercial bids for verification of the details of BG given online by the vendors.</p> <p>The tender submission, tender closing and opening will be done electronically and online.</p> <p>EESL shall not be responsible for any delay, loss or non-receipt of Tender Document sent by post/courier. The instrument should reach in original to EESL office before the Bid Opening date. Bids not accompanied with the requisite tender document cost may not be opened.</p> <p>The bid securities of unsuccessful bidder(s) will be returned as promptly as possible after the award is made.</p> <p>The bid security of the Bidder will be returned when it has signed the contract agreement and has furnished the required performance security.</p> <p><u>Address of the Employer/Buyer for submission in person/post of Hard Copy part of the Bid:</u> DGM (Contracts)/DM (Contracts) Energy Efficiency Services Limited, Core-5, 4th Floor, SCOPE Complex, Lodhi Road, New Delhi-110003 Email: Primary - npal@eesl.co.in, Secondary - ksingh1@eesl.co.in</p> <p>Deadline for submission of Hard copy of Documents Date: 14/04/2023 Time: up to 1100 hours [Indian Standard Time (GeM portal server time)]</p> <p>B. Packet-II of Envelope -1 shall contain Soft Copy (Scanned</p> |
| NIT/Bid Document No.: - EESL/06/2022-23/House Keeping/GeM/OTE/222303028 Dated: 24.03.2023 | | ATC Page 3 of 63 |

| Sl. No. | GTC/SLA Clause Ref. No. | Amendment/Supplement to GTC/SLA |
|---------|-------------------------|--|
| | | <p style="text-align: center;">Copy) of the following documents:</p> <ol style="list-style-type: none"> 1. Bid Form as per format attached as Attachment-1 of ATC, Forms & Procedures. 2. A power of attorney duly authorized by a notary public, indicating that the person(s) signing the bid has/have the authority to sign the bid and thus the bid is binding upon the bidder during the full period of its validity. The said power of attorney to be submitted as Attachment-3 of ATC, Bidders to use their own format. 3. Certificate regarding acceptance of important terms and conditions in line with GTC/ATC as per format attached as Attachment-4, ATC, Forms & Procedure. 4. Deviation statement as per Attachment -5 of ATC, Forms & Procedure. <p>NOTE: Bids containing material deviations from or reservation to the terms and conditions and specifications mentioned in the RfP Documents will be treated as non-responsive and will not be considered further.</p> <ol style="list-style-type: none"> 5. Form of acceptance of EESL fraud prevention policy and declaration as per Attachment- 6 of ATC, Forms & Procedure. 6. Letter of undertaking (as per Attachment-7 of ATC) to be executed by the Holding Company Supported by Board Resolution and submitted by the Bidder along with the Bid, in case financial support is being extended by the Holding Company to the Bidder for meeting the stipulated Financial Qualifying (as applicable) 7. NEFT/RTGS Bank details as per Attachment-8 of ATC, Forms & Procedure. 8. Compliance of Matrix/checklist for technical and Financial QR duly filled and signed on Company letter head pad with company's seal. (Scanned Copy to be uploaded at E-tendering portal as per Attachment-9 of ATC.) 9. Certificate Regarding Declaration of Local Content as per Attachment- 10 of ATC 10. Certification by the Bidder for "Restrictions on procurement from a Bidder of a country which shares a land border with India" as per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) (as per format in Attachment -11 of ATC). 11. Details regarding Qualifying Requirement /Eligibility criteria as per Attachment-12 ATC. 12. Certificate regarding non- debarment for false declaration of Local Content as per Attachment-13 of ATC 13. Certificate regarding non debarment / blacklisting/disqualification as per Attachment-14 of ATC 14. Proforma of Contract Performance Guarantee a per Attachment-15 of ATC. |

| Sl. No. | GTC/SLA Clause Ref. No. | Amendment/Supplement to GTC/SLA |
|---------|-------------------------|--|
| | | <p>15. Any other document as considered appropriate</p> <p>Note: The format for all the aforementioned Attachments are part of ATC.</p> <p><i>Bidder to note that no document revealing the prices shall be submitted in Envelope-I along with the techno-commercial bid. Revealing of prices at this juncture in any mode shall lead to outright rejection of bid. Prices are to be filled in electronically in Envelope-II as per the provision(s) available on GeM portal.</i></p> <p>Soft copy part of the bid shall be uploaded through the GeM portal on or before the following date and time:</p> <p>Date: 14/04/2023</p> <p>Time: up to 1100 hours [Indian Standard Time (GeM portal server time)]</p> <p>II. Envelope-2 (Second Envelope) shall contain Price Bid (to be filled-up online)</p> <p>The prices are to be filled on GEM portal only and bidders are requested not to submit the price bid in hard copy at EESL along with the documents. The same will not be considered. The price quoted in respect of all services as per the provisions of bidding documents and GeM portal. Quoted charges/prices are also inclusive of cost of uniform and Consumables which is required to be distributed by the Service Provider to the manpower deployed within 7 working days of award of the contract</p> <p>Bidders are required to meet the Qualification Requirements in accordance with Annexure-QR attached hereinbelow and also has to furnish the details in support of Qualification Requirements (QR). Further, bidders are also required to submit documentary evidence in support of QR.</p> <p>Pre Bid Conference for subject Tender will be held on 03.04.2023 at 1100 Hours [Indian Standard Time] at below mentioned address: DGM (Contracts)/DM (Contracts) Energy Efficiency Services Limited, Core-5, 4th Floor, SCOPE Complex, Lodhi Road, New Delhi-110003 Email: Primary - npal@eesl.co.in, Secondary - ksingh1@eesl.co.in</p> |

| Sl. No. | GTC/SLA Clause Ref. No. | Amendment/Supplement to GTC/SLA |
|---------|-------------------------|---|
| 5. | GTC clause 4.0, xiii(g) | <p>Supplementing GTC clause 4.0, xiii(g) with the following:</p> <p>During bid evaluation, the Employer may, at its discretion, ask the Bidder for a clarification of its bid. In case of erroneous/non submission of following documents (as applicable):</p> <ul style="list-style-type: none"> i) Online Payment Acknowledgement towards the Bid Document fee (<i>applicable only in cases where online Payment towards Bid Document fee is paid, prior to deadline for submission of bids</i>). Further, if Bidder has uploaded scanned copy of Banker's Cheque/ Demand Draft drawn in favor of "Energy Efficiency Services Limited" payable at New Delhi towards Bid Document fee, however, not submitted the original (in hard) along with the bid, then such Banker's Cheque/ Demand Draft shall be asked through clarification ii) MSE certificate for the Tendered item (NIC Codes-as and if given in the ATC Documents)/ valid NSIC Certificate with the mention of Tendered item in the certificate. The issuance date for aforesaid certificates must be prior to deadline for submission of bids iii) Power of Attorney (POA) to sign the bid iv) Form of acceptance of EESL fraud prevention policy and declaration (as per format given in, Forms & Procedure) v) NEFT/RTGS Bank details (as per format given in, Forms & Procedure) vi) Self-Declaration for not been blacklisted by Central/State/UT Government or any Public sector entities duly signed and stamped at company's Letter Head vii) Compliance of Matrix/checklist for bidder (as per format in Section 6, Forms & Procedure) duly filled and signed on Company letter head pad with company's seal viii) Certificate regarding Declaration of local content (as per format given in, Forms & Procedure) ix) Self-Declaration duly signed on Company Letter Head Pad with company's seal for not being under debar list/undergoing debarment period on account of breach of the code of integrity under rule 175(1)(i)(h) of general financial rules for giving false declaration of local content x) Declaration regarding "Restrictions on procurement from a |

| Sl. No. | GTC/SLA Clause Ref. No. | Amendment/Supplement to GTC/SLA |
|---------|-------------------------|---|
| | | <p>Bidder of a country which shares a land border with India''</p> <p>xi) Consortium Agreement (if applicable)</p> <p>xii) Other documents/details of historical nature such as certificate of incorporation, complete Audited Annual Reports together with Audited statement of accounts, Experience Certificate issued by Utility/Employer for work completed/executed prior to deadline for submission of bids etc.</p> <p>xiii) Any other documents/details/information of historical nature</p> <p>The EESL may give the Bidder not more than 5 working days' notice to rectify/furnish such documents, failing which the bid shall be rejected. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted.</p> <p><u>Address of the Employer/Buyer:</u> DGM (Contracts)/DM (Contracts) Energy Efficiency Services Limited, Core-5, 4th Floor, SCOPE Complex, Lodhi Road, New Delhi-110003 Email: Primary - npal@eesl.co.in, Secondary - ksingh1@eesl.co.in</p> |
| 6. | GTC clause 4.0, xiii(h) | <p>Supplementing GTC clause 4.0, xiii(h) with the following:</p> <p>Reverse auction is not applicable for the subject procurement.</p> |
| 7. | GTC clause 4.0, xiii(n) | <p>Replacing GTC clause 4.0, xiii(n) with the following:</p> <p>Bid Security/ EMD is applicable for subject Package. All the Bidders shall submit as part of their bid, a Bid Security as per the format available in bid document.</p> |
| 8. | GTC clause 6.0 (ii) | <p>Supplementing GTC clause 6.0(ii) with the following:</p> |

| Sl. No. | GTC/SLA Clause Ref. No. | Amendment/Supplement to GTC/SLA |
|---------|-------------------------|---|
| | | <p>(a) Bidders are requested to quote the price in GeM portal itself. The bid price shall include all the costs for the entire scope of work as per the Annexure-1. Bids based on a system of pricing other than that specified shall be rejected.</p> <p>The Bid Prices quoted by the bidders covers all the Contractor's obligations mentioned in or to be reasonably inferred from the Bidding Documents to successfully execute the intended services, on a "Single Responsibility" basis. Bidders are required to quote the price for the commercial, contractual, and technical obligations.</p> <p>Bidders shall not upload the price details in technical part otherwise, technical bid will be rejected.</p> <p>(b) Bidders are required to quote profit and other charges (including GST) over and above the base price as specified. The Contractor's profit and other charges shall be quoted as % (percentage) of the base price, up to two decimal places and shall be fixed for entire duration of Contract. If the profit and other charges indicated by the bidder contain more than two digits after decimal place, only first two digits shall be considered without any rounding off.</p> <p>(c) The above quoted prices are inclusive of Cost of *consumable items which shall be provided by the Contractor.</p> <p>* Cleaning materials, tissue paper, soap, shampoo etc. (applicable/required in case of Housekeeping and Upkeep & Maintenance of Premises). (Refer Annexure-I).</p> <p>(d) In addition to the above, quoted prices are also inclusive of cost of uniform (incl. GST) which is required to be distributed by the Service Provider to the manpower deployed within 7 working days of award of the contract.</p> |
| 9. | GTC Clause 7(ii) | <p>Supplementing the referred provision of GTC with the following:</p> <p>Within fifteen (15) days of the receipt of the Notification of Award (NOA/LOA) of Contract from EESL, the Contactor shall furnish Security Deposit (SD)/Contract Performance Security (CPS) in the form of a Bank Guarantee (BG) of value equaling 3 % of the total Contract value. The SD/CPS Bank Guarantee must be valid to cover the complete contract period (2 years 10 Days) + Three (3) months' claim period.</p> <p>Any delay in submission of SD/CPS shall be deemed as accruing of financial benefit to the Contactor and EESL may take necessary interest penalty recovery action (interest @ State Bank of India's MCLR + 2 %) from the payments due to the Contactor for the period of delay. However, this provision does not bind EESL in any way from proceeding against the Contactor (including forfeiture of EMD, cancellation of the LOA, etc.) for non-compliance towards non-</p> |

| Sl. No. | GTC/SLA Clause Ref. No. | Amendment/Supplement to GTC/SLA | | | | | | |
|---|---|--|--|--------------|--------------|---|------|---------------|
| | | <p>submission of the SD/CPS.</p> <p>The BG shall be from any Nationalized Bank/other scheduled Private banks/International banks, to be from among the list of banks given at Attachment-15. In case of international Contactor, the CPS BG could be from any such international bank having a branch in India or a Nationalized Indian bank having a branch in the country of origin of the international Contactor mentioned in Attachment-15. The International Contactor are also required to enclose with their CPS BG a letter of BG confirmation from a corresponding Indian bank. EESL shall at its discretion have recourse to the said Bank Guarantee for the recovery of any or all amount due from the Contactor in connection with the contract including of replacement warranty obligations.</p> <p>Failure of the Contactor to comply with the requirements of IFB/Tender/NIT/LOA shall constitute enough grounds for the annulment of the award and forfeiture of the SD/CPS.</p> <p>This Bank Guarantee shall be effective only when BG issuance message is transmitted by the issuing bank through SFMS to ICICI Bank include unique identifier EESL543840944 in field 7037 of the SFMS cover messages with IFSC Code ICIC0000007.</p> <table><tr><td colspan="2">BG advising message – IFN 760COV / IFN 767COV via SFMS</td></tr><tr><td>Field Number</td><td>Particulars (to be mentioned in Row 1)</td></tr><tr><td>7037</td><td>EESL543840944</td></tr></table> <p>The CPG to be submitted as per the given format (Attachment-15) of bid documents.</p> | BG advising message – IFN 760COV / IFN 767COV via SFMS | | Field Number | Particulars (to be mentioned in Row 1) | 7037 | EESL543840944 |
| BG advising message – IFN 760COV / IFN 767COV via SFMS | | | | | | | | |
| Field Number | Particulars (to be mentioned in Row 1) | | | | | | | |
| 7037 | EESL543840944 | | | | | | | |
| 10. | GTC Clause 14.0 | <p>Supplementing the referred provision of GTC with the following:</p> <p><u>DURATION OF CONTRACT</u></p> <p>(a) The Contract Period for the subject tender is 2 years from the date of commencement of services by the successful bidder as per the EESL's requirement, however, successful bidder is required to commence its services from within 10 days from the date of award of the Contract. However, in exceptional circumstances, the same may be extended for maximum period of 1 (One) year on existing rates, terms and conditions.</p> <p>(b) The Buyer after issuance of Contract, shall allow a mobilization period of 10 days under the Contract. During the mobilization period, all the major issues regarding deployment of manpower, availability of statutory licenses, insurance etc. shall be tied up with the Service Provider. The Service Provider shall obtain / apply (<i>if not available</i>) for all requisite insurance policies, licenses / clearances from appropriate authorities such as Labour Authorities, Provident Fund Commissioner etc. A copy of all such documents will be provided to the Buyer before commencement</p> | | | | | | |
| NIT/Bid Document No.: - EESL/06/2022-23/House Keeping/GeM/OTE/222303028 Dated: 24.03.2023 | | <table><tr><td>ATC</td><td>Page 9 of 63</td></tr></table> | ATC | Page 9 of 63 | | | | |
| ATC | Page 9 of 63 | | | | | | | |

| Sl. No. | GTC/SLA Clause Ref. No. | Amendment/Supplement to GTC/SLA |
|---------|-------------------------|--|
| | | of the work. After completion of the mobilization period, work shall be started immediately at site/establishment / office(s), as applicable. However, if the Service Provider has all the requisite documents, mobilization period may be reduced to a mutually agreed time. The Service Provider shall not be allowed to work without having valid labour license, provident fund code no. and ESI code nos., as applicable. |
| 11. | GTC clause 16 | <p>Supplementing GTC clause 16.0 with the following:</p> <p>Arbitration</p> <p>In case the Contractor is a Public Sector Enterprise or a Government Department</p> <p>In case the Contractor is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.</p> <p>In case the Contractor is not a Public Sector Enterprise or a Government Department</p> <p>Any dispute or differences arising out of or touching this Agreement if not resolved amicably within 30 days of raising such dispute or difference and subject to cure period as provided in the Agreement; shall be referred to the Arbitration, of single arbitrator mutually agreed between the Parties. In case the parties fail to agree upon single arbitrator then, either of the party may approach a competent court for the appointment of the arbitrator in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and all amendment thereunder. The decision of the arbitral tribunal shall be final and binding on the Parties. The arbitration shall be conducted in accordance with the provisions of the Arbitration & Conciliation Act, 1996 and all amendment thereunder. The language of arbitration shall be English, cost of arbitration shall be borne equally by the Parties and the venue of</p> |

| Sl. No. | GTC/SLA Clause Ref. No. | Amendment/Supplement to GTC/SLA |
|---------|----------------------------------|---|
| | | <p>arbitration shall be Delhi, India.</p> <p>Notwithstanding any reference to the a Arbitration herein,</p> <p>Parties shall continue to perform their respective obligations under the Contract, except for the matter under dispute pursuant to Arbitration proceedings</p> |
| 12. | SLA (3-PARTIES TO THE AGREEMENT) | <p>Replacing the referred section of SLA with the following:</p> <p>The Contract (<i>may be referred as Agreement</i>) to be entered into with the successful Bidder shall be a single contract covering all the Services related to subject package (<i>Supply of Services Contract</i>).</p> <p>The main stakeholders associated with this agreement are: (a) Buyer: who is responsible to provide clear instructions, approvals and timely payment for the services availed; and (b) Service Provider: who is responsible to provide all the required services in timely manner.</p> <p>The scope of services, responsibilities and obligations of the stakeholders have been outlined in this document.</p> |
| 13. | SLA (4- Terms and Conditions) | <p>Supplementing the referred section of SLA with the following:</p> <p><u>DURATION OF CONTRACT</u></p> <p>a. The Contract Period for the subject tender is 2 years from the date of commencement of services by the successful bidder as per the EESL's requirement, however, successful bidder is required to commence its services from within 10 days from the date of award of the Contract. However, in exceptional circumstances, the same may be extended for maximum period of 1 (One) year on existing rates, terms and conditions.</p> <p>b. The Buyer after issuance of Contract, shall allow a mobilization period of 10 days under the Contract. During the mobilization period, all the major issues regarding deployment of manpower, machinery, availability of statutory licenses, insurance etc. shall be tied up with the Service Provider. The Service Provider shall obtain / apply (<i>if not available</i>) for all requisite insurance policies, licenses / clearances from appropriate authorities such as Labour Authorities, Provident Fund Commissioner etc. A copy of all such documents will be provided to the Buyer before commencement of the work. After completion of the mobilization period, work shall be started immediately at site/establishment / office(s), as applicable. However, if the Service Provider has all the requisite documents, mobilization period may be reduced to a mutually agreed time. The Service Provider shall not be allowed to work without having valid</p> |

| Sl. No. | GTC/SLA Clause Ref. No. | Amendment/Supplement to GTC/SLA |
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| | | labour license, Workman Compensation Insurance Policy, provident fund code no. and ESI code nos., as applicable. c. The detailed Scope of Services document as per Annexure-1 is attached in the Bid document as "Scope of Work & Job description." |
| 14. | SLA (4.3- /Special terms and conditions) | <p>Supplementing the referred section of SLA with the following:</p> <p>1.0 COMPLIANCE WITH LABOUR REGULATIONS</p> <ul style="list-style-type: none"> The Service Provider shall abide at all times by all applicable existing labour enactments and rules made thereunder, regulations notifications and byelaws of the State or Central Government or local authority and any other labour law (including rules), regulations bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. EESL shall bear no liability whatsoever towards any violation by the contractor in this regard. Salient features/Instructions regarding compliance of some major laws by the Service Provider are given at Annexure-A. However, the Service Provider is bound to comply with all the provisions of applicable labour laws even though not expressly mentioned in referred Annexure-A. <p>2.0 SAFETY PRECAUTIONS</p> <ol style="list-style-type: none"> The Service Provider shall observe all applicable regulations regarding safety on the Buyer's premises. The Service Provider shall ensure proper safety of all the workmen, materials, plant and equipment belonging to him or to Buyer or to others, working at the Buyer's premises. The Service Provider shall not interfere or disturb electric fuses, wiring and other electrical equipment belonging to the Buyer or other Contractors under any circumstances, whatsoever, unless expressly permitted in writing by Buyer to handle such fuses, wiring or electrical equipment. No electric cable in use by the Buyer will be disturbed without prior permission. No weight of any description will be imposed on any cable and no ladder or similar equipment will rest against or attached to it. It is mandatory for the Service Provider to observe during the execution of the works, requirements of Safety Rules which would generally include but not limited to following: Safety Rules |
| NIT/Bid Document No.: - EESL/06/2022-23/House Keeping/GeM/OTE/222303028 Dated: 24.03.2023 | | ATC |
| | | Page 12 of 63 |

| Sl. No. | GTC/SLA Clause Ref. No. | Amendment/Supplement to GTC/SLA |
|---------|---|--|
| | | <p>(i) Each employee shall be provided with initial indoctrination regarding safety by the Service Provider, so as to enable him to conduct his work in a safe manner.</p> <p>(ii) No employee shall be given a new assignment of work unfamiliar to him without proper introduction as to the hazards incident thereto, both to himself and his fellow employees.</p> <p>(iii) Under no circumstances shall an employee hurry or take unnecessary chance when working under hazardous conditions.</p> <p>(iv) Employees must not leave naked fires unattended. Smoking shall not be permitted around fire prone areas or at buyer's premise.</p> <p>(v) Employees under the influence of any intoxicating beverage, even to the slightest degree shall not be permitted to remain at work.</p> |
| 15. | SLA (4.2(v)- Service provider's obligations) | <p>Supplementing the referred section of SLA with the following:</p> <ol style="list-style-type: none"> 1. Service Provider shall adhere to the timeline given by Buyer for providing the required manpower on Buyer's premise/ designated premise. 2. The daily normal working hours would be stipulated by Buyer and may vary as per the Buyer's directions, subject to staggering of duty hours as per actual requirements. Buyer shall notify Service Provider of any change in schedule of manpower shift. 3. The manpower deployed shall be punctual and reach Buyer's premise/ designated premise on the time defined by Buyer, prior information shall be given to Buyer for any delay/ absence. 4. The requirement of the manpower may increase or decrease during the period of initial contract also. In case of decrease in the requirement, the same will be informed to the Service Provider and additional manpower shall be withdrawn at the given time. If the requirement is increased, the Service Provider shall provide additional manpower on the same terms and conditions in reasonable time as mutually agreed upon between Buyer and Service Provider. |
| 16. | SLA (4.3- <i>Special terms and conditions</i>) | <p>Supplementing the referred section of SLA with the following:</p> <p>The Requirement of the manpower may increase or decreased during the contract period, Buyer may ask the service provider for the decreased or additional manpower during the contract period by intimating the service provider.</p> <p>The Service Provider and its employees shall not at any time do, cause</p> |

| Sl. No. | GTC/SLA Clause Ref. No. | Amendment/Supplement to GTC/SLA |
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| | | or permit any nuisance in area of work in Buyer's offices and / or actual work site or do nothing which shall cause unnecessary disturbance or inconvenience to owners, tenants or occupants of other properties near the work area and to the public generally. If any employee of the Service Provider is, found creating any nuisance then necessary action as deemed fit shall be taken by the Service Provider, immediately on receipt of such information from the Engineer- in - charge of the Buyer or his authorized representatives. |
| 17. | SLA (4.2-SERVICE PROVIDER'S OBLIGATION) | <p>Supplementing the referred section of SLA with the following:</p> <p><u>INSURANCE</u></p> <p>(a) It shall be the responsibility of the Service Provider to take all necessary insurance(s) and to lodge and settle the claim with the underwriters. EESL shall not bear any liability on this account.</p> <p>The Service Provider shall also be responsible for safety of all personnel deployed by them from time to time and they shall be responsible for payment of any compensation that may arise out of any accident, injury or death of workers during the execution of contract. EESL shall bear no liability whatsoever towards any violations by the Service Provider in this regard.</p> <p>(b) The Service Provider shall be required to obtain ESI code from the concerned authority, immediately after the award of contract, wherever ESI is applicable and submit the documentary proof of the same to EESL. The Service Provider shall ensure that the personnel/workmen deployed are issued ESI cards by the prescribed authorities.</p> <p>(c) In case, the area is not notified under ESI, or the Service Provider is not eligible to get ESI registration due to the number of personnel deployed being below the stipulated minimum, or ESI becomes inapplicable for personnel(s) due to wage ceiling, then, in lieu of ESI, the Service Provider shall obtain Employee's Compensation Act 1923 and an additional Insurance Policy (like Mediclaim) for all the personnel deployed by them for this contract, which shall be renewed by the Service Provider, as and when required, till the expiry of the contract. The premium paid by the Service Provider for such policies shall be reimbursed by EESL. However, such reimbursement shall be limited to total ESI subscription (which would have been reimbursed to the Service Provider in case ESI was applicable)</p> <p>The Service Provider shall also obtain from his underwriter of such insurance waiver of subrogation in favour of the Buyer and produce proof of such within a reasonable time form the date of award of Contract.</p> |
| 18. | SLA (4.2-SERVICE | Supplementing the referred section of SLA with the following: |

| Sl. No. | GTC/SLA Clause Ref. No. | Amendment/Supplement to GTC/SLA |
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| | PROVIDER'S OBLIGATION) | <p>(a) The Service Provider shall indemnify the EESL against any payment to be made under and for observance of the various applicable laws & rules. If EESL is held liable as "Employer" or "Principal Employer" to pay compensation/ contribution etc. under any Act or Court decision in respect of the employees of the Service Provider, then the Service Provider shall reimburse the amounts of such compensation / contribution so paid by EESL.</p> <p>(b) Social Accountability 8000 compliance:</p> <p>The Service Provider shall comply to all the requirements of Social Accountability Standards i.e. SA 8000 (Latest standard available at www.sa-intl.org) and maintain the necessary records.</p> |
| 19. | SLA (4.1- BUYER'S OBLIGATIONS) | <p>The following terms and conditions stand deleted from referred section of SLA:</p> <p>1. TA/ DA shall be payable directly by the Buyer on production of travel documents in original and approval of appropriate authority of the Buyer for undertaking such travel for the project/assignment.</p> |
| 20. | (4.2- SERVICE PROVIDER'S OBLIGATION) | <p>Supplementing the referred sub-section of SLA with the following:</p> <p>Log Book:</p> <p>The Service Provider shall maintain a Logbook of the service provided / manpower deployed and share the same with the Buyer (<i>for which a process shall be mutually agreed between Service Provider and Buyer</i>). The Buyer shall either accept or reject the entries. The Buyer shall also record the any service non delivery or non-performance issues and the same shall be used for deciding the Liquidated Damages for absentees & failure of performance, as per section 8.0 below.</p> <p>The Service Provider can raise an issue against the rejection of its any entry or entry made by the Buyer with the designated representative of the Buyer.</p> |
| 21. | SLA (4.3- Special terms and conditions) | <p>Supplementing the referred sub-section of SLA with the following:</p> <p><u>INSPECTION AND APPROVAL</u></p> <p>(a) The Engineer-in-charge, administrator or his representative shall have full powers at any time to inspect and examine any part of the works and the Service Provider shall give such facilities as may be required for such inspection and examination.</p> <p>(b) The Engineer-in-charge, administrator or his representative may from time to time in writing delegate to the representative any of the powers and authorities vested in the Engineer-in-Charge and shall furnish to the Service Provider a copy of all such written delegation of powers and authorities.</p> |

| Sl. No. | GTC/SLA Clause Ref. No. | Amendment/Supplement to GTC/SLA |
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| 22. | SLA (6-Payment Terms) | <p>Supplementing the referred sub-section of SLA with the following:</p> <p>(a) The payment to the Service Provider shall be made on monthly basis for the actual operations performed as per contract/ instructions and acceptance of Officer-in-Charge or his authorized representative. No advance payment shall be given under any circumstances whatsoever.</p> <p>(b) Any payment under this contract shall be released after following activities are completed by the Service Provider:</p> <p>(i) Acknowledgement of Award of Contract on GeM portal.</p> <p>(ii) submission of Performance Security/CPG.</p> <p>(iii) Submission of copy of PF, ESI (<i>if applicable</i>), GST registration, Labour License and any other registration as may be applicable as per statutory requirements for execution of the Contract.</p> <p>(iv) Submission of copy of Employees Compensation Insurance policies, if applicable.</p> <p>(c) Payment /monthly bill shall be released against submission of the following:</p> <p>(i) GST invoice(s) (<i>original with copies in triplicate</i>);</p> <p>(ii) Details of attendance sheet;</p> <p>(iii) Proof of reimbursement of monthly wages in the respective bank account of deployed manpower i.e. Payment Statement;</p> <p>(iv) Challan/ receipt for deposit of PF, ESI (<i>if applicable</i>) and certificate towards compliance of other statutory provisions for the previous months as per Annexure-B.</p> <p>However, with the bill for the first month, certificates mentioned at (iii) & (iv) above shall not be applicable.</p> <p>(d) The Service Provider shall submit the bills alongwith all the documents as per (c) above once in a month to the Officer-in-Charge within the first week (<i>i.e upto 7th day</i>) of each month for the preceding month for release of payment. The payment shall be made to the Service Provider by Paying Authority (<i>as per Contract</i>) based on the verification and certification of bills by Officer-in-Charge.</p> <p>(e) EESL shall release due amount through Electronic payment mechanism (E-Payment) in favour of Service Provider within 30 days of receipt of complete bills. Service Provider shall release</p> |

| Sl. No. | GTC/SLA Clause Ref. No. | Amendment/Supplement to GTC/SLA |
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| | | <p>wages/Salary to its personnel deployed at EESL through crossed account payee cheque/ ECS on or before 7th of the every month irrespective of the payment received from EESL. In case 7th day being a holiday, wages should be paid on the preceding working day of the month.</p> <p>(f) Service Provider has to deduct and submit PF compulsorily for all the employees deployed by them irrespective of statutory requirements (i.e. even if total No. of employees deployed by him are less than 20).</p> <p>Service Provider shall obtain PF/ESI code for itself and all of their employees for deposit of the contributions. Service Provider must ensure that all their employees are made available PF statement and ESI card wherever applicable, falling which payment due to them shall be withheld.</p> <p>EESL may verify from EPF/ESI authorities, the details/ status of payment made by the Service Provider, before making payment of the last bill of the Service Provider. In case, the information furnished by the Service Provider is found to be incorrect, EESL shall take appropriate action against the Service Provider.</p> <p>(g) The premium paid by the Service Provider towards Employees Compensation Insurance policies, in lieu of ESI, shall be reimbursed separately to the Service Provider on submission of the policies and proof of payment of such premium. However, such reimbursement shall be limited to total ESI subscription (<i>which would have been reimbursed to the Service Provider in case ESI was applicable</i>).</p> <p>(h) The Service Provider should ensure that no other charges except statutory charges should be deducted from individual concerned. It shall further comply with all tax regulations as prevailing from time to time.</p> <p>(i) In case EESL receives any complaint regarding non-payment of wages to personnel deployed, the amount so payable to these personnel shall be recovered from Service Provider's bill/ other dues and paid to such personnel directly by EESL.</p> <p>(j) The payment shall be regulated as per accepted rates only. Service Provider shall not be entitled to any extra payment/ compensation or remuneration relating to work done during unfavorable weather or relating to any special arrangements made to complete the work as per the schedule of items.</p> <p>(k) Payment shall be released upon the passing of GST- ITC to EESL within prescribed timeframe in GST Law and after deduction of all applicable Taxes (Direct and indirect).</p> <p>(l) GST shall be paid by EESL upon submission of invoice as per GST</p> |

| Sl. No. | GTC/SLA Clause Ref. No. | Amendment/Supplement to GTC/SLA |
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| | | <p>act on monthly basis.</p> <p>All GST payment shall be against GST invoices/debit notes raised by the Service Provider as specified under the GST Act and related Rules, Notifications, etc as notified by the Government in this regard. In the event that the Service Provider fails to provide the invoice/debit note in the form and manner prescribed under the GST Act and Rules, the Employer shall not be liable to make any payment against such invoice/debit note. Payment towards taxes & duties shall be released by the Employer directly to the Service Provider.</p> <p>Uniform is required to be distributed by the Service Provider to the manpower deployed within 7 working days of award of the contract.</p> |
| 23. | SLA (6-Payment Terms) | <p>Supplementing the referred sub-section of SLA with the following:</p> <p>a) On receipt of physical bill, concerned EESL's official shall acknowledge the receipt of bill.</p> |
| 24. | SLA (6-Payment Terms) | <p>Supplementing the referred sub-section of SLA with the following:</p> <p>Income Tax and other statutory levies as applicable at the time of payment shall be deducted at source unless concerned tax authorities exempt the Service Provider. EESL shall affect TDS as per the rules / statutory requirements and issue TDS certificate.</p> |
| 25. | GTC Cl. 19 | <p>Replacing the referred section of GTC with the following:</p> <p><u>TERMINATION OF CONTRACT</u></p> <p>The Contract shall be come to an end either on completion of the Contract Period or shall be terminated for the following reasons:</p> <p>(a) Breach of contractual obligations: Any incidents considered as the breach of contract will result in immediate termination of services. The Buyer shall have the right to terminate the Contract effective immediately by giving written notice to the Service Provider if, the Service Provider breaches a material provision of this Contract where that breach is not capable of remedy; or if the Service Provider breaches any provision of this Contract and fails to remedy the breach within 14 days after receiving notice requiring it to do so.</p> <p>(b) Termination for Buyer's Convenience: If at any time after acceptance of the tender, the Buyer shall decide to abandon or reduce or increase the scope of works for any reason whatsoever and hence not require the whole or any part of the works to be carried out the Officers-in-Charge shall give 01 (One) month notice in writing to that effect to the Service Provider and the Service Provider shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which might have derived from the execution of works in full but</p> |

| Sl. No. | GTC/SLA Clause Ref. No. | Amendment/Supplement to GTC/SLA |
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| | | <p>which did not derive in consequence of the fore-closure of the whole or part of the works.</p> <p>The Service Provider shall, however, be paid at Contract rates full amount for works executed. The Service Provider for the same shall, as required by the Officer-in-Charge furnish to him books of account, wage books. Muster roll, PF return and other relevant documents as may be necessary to enable him to certify the amount payable under the contract.</p> <p>(c) If the Service Provider is an individual or a proprietor concern and the individual or the proprietor dies and if the Service Provider is a partnership concern and one of the partners dies then unless the Officer-in-charge is satisfied that the legal representative of the individual Service Provider or of the proprietor of the proprietary concern and in the case of partnership, the surviving partners, are capable of carrying out and completing the Contract, the Officer-in-charge shall be entitled to terminate the contract as to its uncompleted part without the Corporation being in any way liable to payment of any compensation to the estate of the deceased Service Provider and/or to the surviving partners of the Service Provider's firm on account of the termination of the Contract. The decision of the Officer-in-charge that the legal representative of the deceased Service Provider or the surviving partners of the deceased Service Provider or the surviving partners of the Service Provider's cannot carry out and complete the Contract shall be final and binding on the parties. In the event of such termination the Corporation shall not hold the estate of the deceased Service Provider and/or the surviving partners of the Service Provider's firm liable for damages for not completing the Contract.</p> |
| 26. | GTC Cl. 29 | <p>Supplementing GTC clause 29 with the following:</p> <p>A Bidder (including its personnel or sub-contractors) has a business or family relationship with a member of a EESL's staff (or of the project implementing staff, or of a recipient of a part of the loan) who: are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or would be involved in the implementation or supervision of such contract unless the authority inviting tenders shall be informed of the fact/ such relationship at the time of submission of the tender and the conflict stemming from such relationship has been resolved in a manner acceptable to the EESL throughout the procurement process and execution of the contract. EESL may in its discretion reject the tender or rescind the contract</p> |

A. Eligibility Criteria:

| Sl. No. | Eligibility Criteria | Documents to be Submitted for Compliance by the Bidders |
|---------|---|--|
| 1. | <p>Bidder should be a Single Entity means a limited company (as defined in the Companies Act, 1956 and any amendment thereof)</p> <p style="text-align: center;">OR</p> <p>A registered partnership firm (registered under section 59 of the Partnership Act, 1932 and any amendment thereof)</p> <p style="text-align: center;">OR</p> <p>A limited liability partnership (under the Limited Liability Partnership Act, 2008 and any amendment thereof)</p> <p style="text-align: center;">OR</p> <p>Proprietorship firm</p> <p>(No Consortium is allowed in the tender)</p> | <p>Copy of certificate of incorporation/ Memorandum of Association/ Article of Association</p> <p style="text-align: center;">OR</p> <p>A registered Partnership Deed</p> <p style="text-align: center;">OR</p> <p>LLP registration certificate issued by registrar of Companies</p> <p style="text-align: center;">OR</p> <p>In Case of Proprietor, GST Registration and PAN Card copies are to be submitted.</p> |
| 2 | <p>PPP MII guidelines issued by Govt. of India shall be applicable for this tender.</p> <p>Only Class-I & Class-II Local Suppliers with minimum local content of 50% and 20% respectively, are eligible to bid in this tender in conformance with the order for “Public procurement (Preference to make in India) to provide for Purchase preference (linked with local content) in respect of Power sector” issued vide ref no. A-1/2021-FSC-Part (5) GoI, MOP Dated 16.11.2021</p> <p>NOTE: - Only Class-I and Class-II Local suppliers as defined in the above tender are eligible to take part in this bidding process.</p> | <p>The Bidder shall give a self-certification in his bid in the enclosed format, indicating the percentage of Local Content and certifying that the item offered meets the Local Content requirement for ‘Class-I & Class-II local supplier’ and shall give details of the location(s) at which value addition is made.</p> <p>Further, in case of tenders above Rs. 10 Cr, the ‘Class-I and Class-II local Supplier’ shall provide a certificate from statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of Local Content as per the format in the RfP Documents.</p> |

| Sl. No. | Eligibility Criteria | Documents to be Submitted for Compliance by the Bidders |
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| 3 | <p>Pursuant to Order No. F. No 6/18/2019-PPD dated-23-July-2020 from Department of Expenditure, Ministry of Finance, the applicant should be either of the following:</p> <ul style="list-style-type: none"> Not from a country which shares a land border with India OR Applicant from a country which shares a land border with India and registered with Competent Authority in accordance with order mentioned above. <p>The definition of “Bidder” from a country which shares a land border with India shall be as in paragraph 8 of the above mentioned order. Further, all the guidelines mentioned to this above order shall be applicable to this Tender. Bidder shall carefully go through the same and ensure its eligibility as per the said order.</p> | Bidder to submit a Declaration as per the format enclosed in this RfP Document. |
| 4 | Not to be blacklisted by Central/State/UT Government or any Public sector entities for the tender item/work duly signed and stamped on company's Letter Head. | To submit Self Declaration on Company's Letter Head. |

B. Qualifying Requirements:

| S. No. | Qualifying Requirements | Documents to be Submitted for Compliance by the Bidders |
|--------|--|---|
| 1 | <p>QUALIFICATION OF THE BIDDER</p> <p>Qualification of bidder will be based on meeting the minimum pass/fail criteria specified below regarding the Bidder's Technical Experience and Financial QR as demonstrated by the Bidder's responses in its Bid.</p> <p>Subcontractors' technical experience and financial resources shall not be taken into account in determining the Bidder's compliance with the qualifying criteria. The bid can be submitted by an individual firm only (i.e., Sole bidder). Consortium not allowed.</p> | |
| 1.1 | Technical Experience | |

| S. No. | Qualifying Requirements | Documents to be Submitted for Compliance by the Bidders |
|--------------------------|--|--|
| 1.1.1 | <p>Bidder should have successfully executed / completed 'Similar work' in the last 3 years, as on the originally scheduled date of bid opening (i.e., date of bid opening as per NIT).</p> <p>Single Work Order valued not less than Rs. 47.13 Lakhs OR Two Work Orders each valued not less than Rs. 29.45 Lakhs OR Three Work Orders each valued not less than Rs. 23.56 Lakhs</p> <p>"Similar Work" means 'Providing Housekeeping Services'</p> <p>The work "executed" mentioned above means the bidder should have achieved the criteria specified above even if the total contract is started earlier and/or is not completed / closed. However, the work executed /completed must include "Similar work" as above.</p> <p>In case of orders under execution, the value of work executed till the originally scheduled date of bid opening (as per NIT), as certified by the Client shall be considered. However, the work executed must include "Similar work" as above.</p> | <p>Documentary evidence shall be furnished along with the bid. Documentary evidence should be submitted in the form of copies of relevant work orders/ contract agreements/ purchase orders/LOAs/LOIs along with copies of any document in respect of satisfactory execution/ completion of each of those purchase orders/ work orders/contract agreements/LOAs/LOIs such as</p> <p>(i) Successful completion* certificate/s</p> <p>(OR)</p> <p>(ii) any other documentary evidences that can substantiate the successful execution of each of the purchase orders/ work orders/ contract agreements/LOAs/LOIs submitted.</p> <p>Work orders along with its evidence for successful completion / execution shall only be considered for evaluation.</p> <p><i>"Successful means certificate issued by the client without any adverse remarks".</i></p> |
| 1.2 Financial QR: | | |
| 1.2.1 | <p>Bidders should have an Average Annual Turnover (ATO) of at least Rs. 17.67 Lakhs during the last 3 Financial Years.</p> <p>Note: It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of ATO, the audited financial figures as available shall be considered, however, in case of ATO for less than 3 years the Financial figures for available years shall be averaged out for 3 years (i.e. total available Turnover shall be divided by 3) for Financial QR compliance.</p> | <p>Duly authorized copies of audited financials for preceding last three Financial Years are to be submitted by the bidder.</p> <p>ATO means revenue from operations.</p> |

| S. No. | Qualifying Requirements | Documents to be Submitted for Compliance by the Bidders |
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| 1.2.2 | <p>Bidder shall have liquid assets (L.A) or/ and evidence of access to or availability of credit facilities of not less than Rs. 14.73 Lakhs.</p> <p>(Balance Sheet of immediate last financial year would be considered for this calculation.)</p> <p>Note: The LA for the bidder shall be calculated from the Audited Financial Statement as per the following:</p> <p>L.A= [Current Assets- Inventory]</p> | <p>Duly authorized copy of audited financials for preceding last Financial Year is to be submitted by bidder. (Balance Sheet of immediate last financial year would be considered for this calculation.)</p> <p style="text-align: center;">OR</p> <p>Certification from Bank regarding availability of credit facilities of not less than Rs. 14.73 Lakhs. (such certificates should have been issued not earlier than three months prior to the date of originally scheduled date of bid opening as per NIT). Format of the certificate is enclosed in the RfP Document.</p> |
| 1.2.3 | <p>The net worth of the bidder in immediate last financial year should not be less than 100% of paid-up share capital or capital.</p> <p><i>Additionally, in case of Partnership/ Proprietorship, Networth may be considered negative in case closing capital of immediately preceding year is less than average closing capital of previous 3 financial years including immediate preceding year.</i></p> <p>Note:</p> <p>It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of Net worth the audited financial figures as available shall be considered. (e.g., for considering net-worth calculations, if bidder is in existence for 2 Years' and Audited Financial Statements for both years are available then average of 2 years shall be considered. Similarly, if only one-year's Audited Financial Statements is available, the same will be considered for net-worth calculations). Same Philosophy shall be applicable for partnership firms also.</p> | <p>Duly authorized copies of audited financials for preceding last three Financial Years are to be submitted by bidder.</p> |

C. Notes to the QR:

| Sl. No. | |
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| 1. | <p>Financial QR:</p> <p>The Bidder shall also furnish documentary evidence/ declaration regarding Financial re-structuring of the company, if any. If the opening of the bids or the ascertainment of qualification is carried out after 30th September, the bidder shall be required to submit the complete annual reports together with Audited statement of accounts of the company for the immediately preceding Financial Year except in cases where the Board of the Company/ Registrar of Companies has granted extension of time for finalization of accounts, for which the bidder has to submit requisite documentary evidence. In case of Bidder's failure to submit the same along with the Bid or subsequently pursuant to Clarification, the Bid shall be rejected.</p> <ul style="list-style-type: none"> • In case of proprietorship/ partnership (as applicable as per sl.no-1 of Eligibility Criteria), ITR along with management signed accounts to be submitted, if audit is not required. • In case of Proprietor / Partnership firm, where auditing of Balance Sheet is not required, the date of ITR (if extended) to be considered. Proof of extension from the Income Tax Department to be submitted by the bidder. |
| 2. | For Start-up firms as per Gazette Notifications dated 17-Feb-2016, G.S.R. 180 (E) and MSEs, relaxation will be given in this tender as per Clause No. 2.4 of Section-2 of this tender. |
| 3. | <p><u>In case of holding company:</u> - The holding subsidiary relationship should be in existence for at least one year as on the date of submission of the bids.</p> <ul style="list-style-type: none"> • "In case bidder is not able to furnish its audited financial statements on standalone entity basis, the unaudited unconsolidated financial statements of the bidder can be considered acceptable provided the bidder furnishes the following further documents on substantiation of its qualification: • Copies of the unaudited unconsolidated financial statements of the Bidder along with copies of the audited consolidated financial statements of the Holding Company with a letter of undertaking from holding company supported by Board pledging unconditional and financial support. Irrevocable in the format enclosed in Attachment-9 of Section-6, Forms & Procedures. • A certificate from the CEO/CFO of the holding company, stating that the unaudited consolidated financial statements form part of the Consolidated Annual Report of the Company. • In case a bidder does not satisfy the financial criteria, the holding company would be required to meet the stipulated turn over requirements, provided that the net worth of such holding company as on the last day of the preceding financial year is at least equal to or more than the paid-up share capital of the holding company. In such an event, the bidder would be required to furnish along with its bid, a letter of Undertaking from the holding company, supported by the Board Resolution, as per the format enclosed in the bid documents |

| Sl. No. | |
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| | <p>(Attachment-9 of Section-6, Forms & Procedures), pledging unconditional and irrevocable financial support for the execution of the Contract by the bidders in case of award.</p> <ul style="list-style-type: none"> • In case the Bidder meets the requirement of Net worth based on the strength of its Subsidiary(ies) and/or Holding Company and/or Subsidiaries of its Holding Companies wherever applicable, the Net worth of the Bidder and its Subsidiary(ies) and/or Holding Company and/or Subsidiary(ies) of the Holding Company, in combined manner should not be less than 100% of their total paid up share capital. However individually, their Net worth should not be less than 75% of their respective paid up share capitals.” • The supporting documents in support of above Qualification Requirement should be submitted along with tender document, otherwise Techno-commercial offer submitted by the bidder is liable to be considered as non-responsive. • All the required documents must be properly annexed and submitted as mentioned above with necessary details in brief |

xxxxxxxxxxxxxxxxx The End xxxxxxxxxxxxx

BID FORM (FORMAT OF APPLICATION)

To,
DGM (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-5, 4th Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

Subject: -

Date:-XX-XX-2023

Dear Sir,

1.0 With Reference to your subject IFB/RfP, we are pleased to submit our bid/proposal for
“.....” in a sealed cover as detailed below:

2.0 Packet-I of Envelope 1:

- (a) **Bid document Fee:** Fee towards cost of RfP Documents as per clause ITB 1.4 or documentary evidence as mentioned in Annexure-II of RFP in support of exemption of Document Fee.
- (b) **Bid Security Fee/Earnest Money Deposit:** In the form of Banker's Cheque / Demand Draft drawn in favour of “Energy Efficiency Services Limited” or in the form of Bank Guarantee as per prescribed format at **Attachment-2** in section 6 or documentary evidence as mentioned in Annexure-II of RFP in support of exemption of Bid Security/EMD.

3.0 Packet-II of Envelope 1:

- (a) Attachment 1: Bid Form
- (b) Attachment 3: Power of Attorney
- (c) Attachment 4: Certificate regarding acceptance of important terms and conditions
- (d) Attachment 5: Deviation statement
- (e) Attachment 6: Form of acceptance of EESL fraud prevention policy
- (f) Attachment 7: An undertaking by Holding Company (As Applicable).
- (g) Attachment 8: Format for details regarding RTGS/NEFT Payments
- (h) Attachment 9: Compliance Matrix/ Check – List for Bidders
- (i) Attachment 10: Certificate Regarding Declaration of Local Content
- (j) Attachment 11: “Restrictions on procurement from a Bidder of a country which shares a land border with India” Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order)
- (k) Attachment-12: Details regarding Qualifying Requirement /Eligibility criteria as per Part-B (BDS).
- (l) Attachment-13: Declaration duly signed on Company Letter Head Pad with company's seal for not being under debar list/undergoing debarment period on account of breach of the code of integrity under rule 175(1)(i)(h) of general financial rules.
- (m) Attachment-14: Certificate regarding non debarment / blacklisting/disqualification
- (n) Techno-commercial bid as indicated in bid document. Documentary evidence regarding bidder's qualifications to perform the contract as required in qualifying Requirement

- 4.0 Envelope 2: Price Bid (duly filled in electronic template as available on the e-portal)
- 5.0 We confirm that we have quoted as per instructions and terms and conditions of tender/RfP documents. Further, it is certified that in line with clause 1.1.2 of Section-2 (ITB) no conflict of interest exists as on date and if in future such a conflict of interest arises, we will intimate the same
- 6.0 We declare that the prices left blank in price schedule/price bid will be deemed to have been included in the prices of other items. We confirm that except as otherwise specifically provided, our bid prices include all applicable taxes & duties except applicable GST. The GST shall be paid extra at actual
- 7.0 We further declare that additional conditions, variations, deviations, if any, found in the proposal save those pertaining to any rebates offered, shall not be given effect to.
- 8.0 We undertake, if our bid is accepted, we shall commence the work immediately upon your Notification of Award to us, to achieve completion of work within the time specified in the bidding documents.
- 9.0 We agree to abide by this bid for a period Six Months from the date of opening of bids as stipulated in the RfP documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period. Further, the prices of recommended spares, if asked for; contained in our bid shall re-main valid for the entire project period after issuance of Notification of Award.
- 10.0 Until a formal contract is prepared and executed between us, this bid, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 11.0 We understand that you are not bound to accept the lowest or any other bid you may receive.
- 12.0 We declare that we are registered, as applicable, with ESIC, EPF and Miscellaneous Provisions Act 1952 and will comply with Employees Compensation Act, 1923 and Minimum Wages Act, 1948
- 13.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.

Dated -----

NAME/S & AUTHORISED SIGNATORIES:
ADDRESS:
MOBILE NO.:
LAND LINE NO.:

Our correspondence details are:

| | | |
|---|--|--|
| 1 | Name of the bidder | |
| 2 | Address of the bidder | |
| 3 | Name of the contact person to whom all references shall be made regarding this | |

| | | |
|---|--|--|
| | tender | |
| 4 | Designation of the person to whom all references shall be made regarding this tender | |
| 5 | Address of the person to whom all references shall be made regarding this tender | |
| 6 | Telephone (with STD code) | |
| 7 | E-Mail of the contact person | |
| 8 | Fax No. (with STD code) | |
| 9 | GST No. of the bidder | |

Note: In case of non-submission of this Bid form, bid will be rejected.

Form for Submitting BG / EMD Format

(To be stamped in accordance with Stamp Act, if any, of the country of the issuing Bank)

Bank Guarantee No.

Date.....

To:

Energy Efficiency Services Limited.

(A JV of PSUs of Ministry of Power, Govt. of India)

Core-3, 6th Floor, SCOPE Complex,
Lodhi Road, New Delhi-110003

Dear Sir(s),

In accordance with invitation for bids under your bidding document/package no.....dated.....M/s.....

...having its registered/head office at.....(here in after called "Bidder") wish to participate in the said bid for (name of package)

We, the (Name and address of the bank), having our head office at guarantee and undertake to pay immediately on demand by Energy Efficiency Services Limited, the amount of without any reservation, protest, recourse. Any such demand made by the employer shall be conclusive and binding on us irrespective of any dispute or difference raised by the bidder.

The Guarantee shall be irrevocable and shall remain valid upto If any further extension of guarantee is required, the same shall be extended to such period (not exceeding one year) on receiving instructions from..... (Bidder's Name)_____, on whose behalf guarantee is issued.

In witness whereof the bank, through its authorized officer, has set its hand and stamp on this.....day of20.....at.....

Witness:

Signature:

Name:

Official address:

Signature:

Name :

Designation with Bank Stamp

Authorized vide

Power of Attorney no.

Date

NOTE:

- Complete mailing address of the Head Office of the Bank to be given. The bank guarantee validity date shall be forty-five (45) days after the last date for which the bid is valid.
- The Stamp Paper of appropriate value shall be purchased in the name of guarantee issuing Bank. The Bank Guarantee shall be issued on a stamp paper of value as applicable in the State of the issuing bank in India or the State of Delhi in India or the State of India from where the BG shall be operated, whichever is higher.
- While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the Bank Guarantee Verification Check List. Further, Bidders are required to fill up this Form 16 and enclose the same with the Bank Guarantee.

BANK GUARANTEE CHECK LIST

| | | |
|---|-----------------------------|-----------------------------------|
| 1 | Bank Guarantee No. | |
| 2 | Issuing Bank | |
| 3 | Nature of BG & No. of Pages | |
| 4 | Validity of BG | |
| 5 | Package Description | |
| 6 | Party & Contracts ref. | Name, Address, Tel, Fax, E – mail |
| 7 | Bank Reference | |

CHECK LIST

| Sl. No. | Details of Checks | YES/NO |
|---------|--|--------|
| a) | Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act ? | |
| b) | Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also, the Stamp Paper should not be older than six months from the date of execution of BG) | |
| c) | In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon? | |
| d) | Has the executing Officer of BG indicated the name, designation, and Power of Attorney No. / Signing Power no. etc., on the BG? | |
| e) | Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma? | |
| f) | Does the Bank Guarantees compare verbatim with the proforma prescribed in the bid documents? | |
| g) | In case of any changes in contents of text, whether changes are of minor/clerical nature (which in no way limits the right of EESL in any manner) ? | |
| h) | In case of deviations in text of BG, which materially affect the right of EESL, whether the changes have been agreed based on the opinion by Legal Department or BG I considered acceptable on the basis of opinion of law Department already available on the similar issue. | |
| i) | Are the factual details such as Bid Document No. NOA/LOA/Contact No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG? | |
| j) | Whether overwriting / cutting if any on the BG have been properly authenticated under signature and seal of executant? | |
| k) | Whether the BG has been issued by a Bank in line with the provisions of Bid / Contract documents? | |
| l) | In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents? | |

ANNEXURE-A
LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEE FOR BID SECURITY

SCHEDULED COMMERCIAL BANKS

• **SBI AND ASSOCIATES**

| Sl. No. | Name of Banks | Sl. No. | Name of Banks |
|---------|----------------------------------|---------|--------------------------|
| 1. | State Bank of India | 5. | State Bank of Mysore |
| 2. | State Bank of Bikaner and Jaipur | 6. | State Bank of Patiala |
| 3. | State Bank of Hyderabad | 7. | State Bank of Saurashtra |
| 4. | State Bank of Indore | 8. | State Bank of Travancore |

• **NATIONALISED BANKS**

| Sl.No. | Name of Banks | Sl. No. | Name of Banks |
|--------|---------------------------|---------|-----------------------|
| 9. | Allahabad Bank | 13. | Canara Bank |
| 10. | Andhra Bank | 14. | Central Bank of India |
| 11. | Bank of India | 15. | Corporation Bank |
| 12. | Bank of Maharashtra | 16. | Dena Bank |
| 17. | Indian Bank | 18. | Indian Overseas Bank |
| 19. | Oriental Bank of Commerce | 20. | Punjab National Bank |
| 21. | Punjab & Sind Bank | 22. | Syndicate Bank |
| 23. | Union Bank of India | 24. | United Bank of India |
| 25. | UCO Bank | 26. | Vijaya Bank |
| 27. | Bank of Baroda | | |

• **SCHEDULED PRIVATE BANKS (INDIAN BANKS)**

| Sl.No. | Name of Banks | Sl. No. | Name of Banks |
|--------|---------------------------|---------|---|
| 27. | Bank of Rajasthan | 41. | Sangli Bank Ltd. |
| 28. | Bharat Overseas Bank Ltd. | 42. | South Indian Bank Ltd. |
| 29. | Catholic Syrian Bank | 43. | Tamilnad Mercantile Bank Ltd. |
| 30. | City Union Bank | 44. | United Western Bank Ltd. |
| 31. | Dhanalakshmi Bank | 45. | ING Vysya Bank Ltd. |
| 32. | Federal Bank Ltd. | 46. | UTI Bank Ltd. |
| 33. | Jammu & Kashmir Bank Ltd. | 47. | S.B.I. Commercial & International Bank Ltd. |
| 34. | Karnataka Bank Ltd. | 48. | Ganesh Bank of Kurundwad Ltd. |
| 35. | KarurVysya Bank Ltd. | 49. | INDUSIND Bank Ltd. |
| 36. | Lakshmi Vilas Bank Ltd. | 50. | ICICI Bank Ltd. |
| 37. | Lord Krishna Bank Ltd. | 51. | HDFC Bank Ltd. |
| 38. | Nainital Bank Ltd. | 52. | Centurion Bank of Punjab Limited |
| 39. | Kotak Mahindra Bank | 53. | Development Credit Bank Ltd. |

| | | | |
|-----|--------------------|-----|----------|
| 40. | Ratnakar Bank Ltd. | 54. | Yes Bank |
|-----|--------------------|-----|----------|

(D) SCHEDULED PRIVATE BANKS (FOREIGN BANKS)

| Sl. No. | Name of Banks | Sl. No. | Name of Banks |
|---------|---|---------|---|
| 55. | Abu Dhabi Commercial Bank Ltd. | 71. | Sonali Bank |
| 56. | ABN Amro Bank Ltd. | 72. | Standard Chartered Bank |
| 57. | American Express Bank Ltd. | 73. | J.P Morgan Chase Bank |
| 58. | Bank of America NA | 74. | State Bank of Mauritius |
| 59. | Bank of Bahrain& Kuwait | 75. | Development Bank of Singapore |
| 60. | Mashreq Bank | 76. | Bank of Ceylon |
| 61. | Bank of Nova Scotia | 77. | Bank International Indonesia |
| 62. | The Bank of Tokyo-Mitsubishi UFJ Limited. | 78. | Arab Bangladesh Bank |
| 63. | Calyon Bank | 79. | Cho Hung Bank |
| 64. | BNP Paribas | 80. | China Trust Bank |
| 65. | Barclays Bank | 81. | Mizuho Corporate Bank Ltd. |
| 66. | Citi Bank | 82. | Krung Thai Bank |
| 67. | Deutsche Bank | 83. | Antwerp Diamond Bank N.V. Belgium |
| 68. | The Hong Kong and Shanghai Banking Corporation Ltd. | 84. | Internationale Nederlanden Bank N.V. (ING Bank) |
| 69. | Oman International Bank | 85. | Bank of China Ltd. |
| 70. | SocieteGenerale | | |

(E) PUBLIC SECTOR BANK

| Sl. No. | Name of Banks | Sl. No. | Name of Banks |
|---------|---------------|---------|---------------|
| 86. | IDBI Ltd. | | |

Note: Any Addition/Deletion/Modification/ in Bank list shall be as per changes in second schedule List of above categories of Bank by RBI from time to time.

Tender Document No/Package No:

Dated:

Package Details.....

POWER OF ATTORNEY

BIDDER TO ATTACH THE POWER OF ATTORNEY IN THEIR OWN FORMAT

Tender Document No/Package No:

Dated:

(CERTIFICATE REGARDING ACCEPTANCE OF IMPORTANT CONDITIONS)

Bidder's Name& Address

To,
 Deputy General Manager (Contracts)
 Energy Efficiency Services Limited.
 (A JV of PSUs of Ministry of Power, Govt. of India)
 Core-5, 4th Floor Scope Complex,
 Lodhi Road, New Delhi - 110003
 Sub:

1.0 With reference to our bid proposal no.....dated.....**for**
 / **Package no.** **Dated**, we
 hereby confirm that we have read the following provisions of the following clauses and further
 confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of these
 clauses are acceptable to us and we have not taken any deviation to these clauses.

| | | |
|---|---|----------------------------|
| Governing Laws | - | Clause 5 of GCC |
| Settlement of Disputes | - | Clause 6 of GCC |
| Terms of payment | - | Clause 12 of GCC |
| Performance Security | - | Clause 13.3 of GCC |
| Taxes and Duties | - | Clause 14 of GCC |
| Completion Time Guarantee | - | Clause 26 of GCC |
| Defects Liability | - | Clause 27 of GCC |
| Functional Guarantee | - | Clause 28 of GCC |
| Patent Indemnity | - | Clause 29 of GCC |
| Limitations of Liability | - | Clause 30 of GCC |
| Project information, Estimation, Assumptions and conditions for Evaluation | - | As per Tables in price bid |

We further confirm that any deviation to the above clauses found anywhere in our bid proposal,
 implicit or explicit, shall stand unconditionally withdrawn, without any implication to EESL.

Date:
 Place:

Signature:
 Printed Name:

Designation:
 Common Seal

NAME OF WORK.....

BIDDING DOCUMENT NO.....

(Deviations Statement)

Bidder's Name and Address:

To,

Deputy General Manager (Contracts)

Energy Efficiency Services Limited.

(A JV of PSUs of Ministry of Power, Govt. of India)

Core-5, 4th Floor Scope Complex,

Lodhi Road, New Delhi - 110003

Dear Sir,

The following are the deviations and variations from and exceptions to the terms, conditions and specification of the bidding documents for BID No.

These deviations and variations are exhaustive. We are furnishing below the cost of withdrawal for the deviations and variations stated in this Attachment. We shall withdraw the deviations proposed by us in this Attachment at the cost of withdrawal indicated herein, failing which our bid may be rejected and bid security may be forfeited. We confirm that except for these deviations and variations, the entire work shall be performed as per your specifications and conditions of bidding documents. Further, we agree that additional conditions, variations, deviations if any, found in the proposal documents other than those stated in this Attachment, save those pertaining to any rebates offered, shall not be given effect to:

| Section/Part/ Chapter | Clause No. | Page No. | Statement Deviations/ Variations | Cost of Withdrawal |
|--------------------------|------------------------|----------|--|--------------------|
| A. | COMMERCIAL DEVIATIONS: | | | |
| B. | TECHNICAL DEVIATIONS: | | | |

Date : (Signature).....

Place : (Printed Name).....

(Designation).....

(Common Seal)

Note: Continuations sheets of like size and format may be used as per Bidder's requirement.

**FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY
(On the letter head)**

To:

Deputy General Manager (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-5, 4th Floor Scope Complex,
Lodhi Road, New Delhi - 110003

Sub: Letter of Acceptance of EESL Fraud Policy

Ref: NIT/Bid No.

Dear Sir/Madam,

We have read the contents of the Fraud Prevention Policy of EESL and undertake that we along with our associate / collaborator / sub-contractors / sub-vendors / bidders/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of EESL.

Thanking You,

Yours faithfully,

Signature

Printed Name

Designation.....

Common Seal.....

Date:

Place:

FOR DETAILED POLICY, PLEASE VISIT OUR WEBSITE www.eeslindia.org

PROFORMA OF LETTER OF UNDERTAKING**(TO BE FURNISHED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)**

[To be executed by the Holding Company Supported by Board Resolution and submitted by the Bidder along with the Bid, in case financial support is being extended by the Holding Company to the Bidder for meeting the stipulated Financial Qualifying]

Ref.: NIT/Bid Document No.:

Our Reference NoDate:

Bidder's Name and Address:

To,

Deputy General Manager (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-5, 4th Floor Scope Complex,
Lodhi Road, New Delhi - 110003

Dear Sir,

1.0 We, M/s..... (Name of the Holding Company) declare that we are the holding company of M/s..... (Name of the Bidder) and have controlling interest therein.

M/s..... (Name of the Bidder) proposes to submit the bid for the package (Name of the package) for (Name of the Project) under bid reference no..... dated and have sought financial strength and support from us for meeting the stipulated Financial Qualifying Requirement.

2.0 We hereby undertake that we hereby pledge our unconditional & irrevocable financial support for the execution of the said package to M/s..... (Name of the Bidder), for the execution of the Contract, in case they are awarded the Contract for the said package at the end of the bidding process. We further agree that this undertaking shall be without prejudice to the various liabilities that M/s..... (Name of Bidder) would be required to undertake in terms of the Contract including the Performance Security as well as other obligations of M/s.....(Name of the Bidder).

3.0 This undertaking is irrevocable and unconditional and shall remain in force till the successful execution and performance of the entire contract and/or till it is discharged by EESL.

4.0 We are herewith enclosing a copy of the Board Resolution in support of this undertaking.

Witness:**Yours faithfully,**

(1)

(Signature of Authorized Signatory)

on behalf of the Holding Company

(2)

Name & Designation

Name of the Holding Company

(Seal of Holding Company)

**REAL TIME GROSS SETTLEMENT (RTGS)/ NATIONAL ELECTRONIC FUND
TRANSFER (NEFT)**

From: M/s _____

Sub: RTGS/NEFT Payments

We are agree to accept admissible payments through electronic mode viz RTGS/NEFT. For this, we are providing the requisite information herein below. The RTGS/NEFT charges for the above facility may be deducted/Recovered from our admissible payment.

| | |
|--------------------------------|--|
| Name Of City | |
| Bank Code No. | |
| Branch Code No. | |
| Bank's Name | |
| Branch Address | |
| Branch Telephone/ Fax No. | |
| Supplier Account No. | |
| Type of Account | |
| IFSC Code for NEFT | |
| IFSC Code for RTGS | |
| Supplier's name as per Account | |
| Telephone No. of Supplier | |
| Supplier's E-mail ID | |
| GSTIN of Supplier | |
| PAN No. of Supplier | |

A cancelled cheque against above bank account number is also being enclosed.

Encl: As above: -

Confirmed by Banker
With Seal

Signature of supplier
With stamp & Address

Compliance Matrix/ CHECK - LIST FOR BIDDERS

Please ensure these major Terms & Conditions before submitting you bids in order to avoid
REJECTION of your offer.

| Sr. No. | Detail/Terms & Conditions | Applicable For | Attached | | Reasons for non-compliance/remarks |
|---------|---|----------------|----------|----|------------------------------------|
| | | | Yes | No | |
| 1 | Bid Fee (If Applicable) | Indian Bidders | | | |
| 2 | EMD (If Applicable) | Indian Bidders | | | |
| 3 | Bid Fee exempted for being MSE/Start-up | Indian Bidders | | | |
| | EMD exempted for being MSE/Start-up | Indian Bidders | | | |
| | In case of claiming exemption in submission of Bid Fee and EMD, Relevant Certificate of MSEs/Start-up certificate from DIPP is required to be submitted | Indian Bidders | | | |
| | In case of claiming exemption in submission of Bid Fee and EMD, enclose proof of being a manufacturer of tendered item or Declaration as per Attachment-15 of ATC (as applicable). Relevant document issued by competent Govt. Authority/Body shall be submitted. | Indian Bidders | | | |
| | In case of Start-up, Business Eligibility certificate (for item tendered) is also required to be submitted | Indian Bidders | | | |
| | In case of SC/ST entrepreneurs belonging to MSE, documentary proof to be submitted | Indian Bidders | | | |
| | In case of Women entrepreneurs belonging to MSE, documentary proof to be submitted | Indian Bidders | | | |
| 5 | Duly signed and company sealed copy of whole tender document and subsequent amendments (if any) | Indian Bidders | | | |
| 6 | Duly filled up and attached Technical (Unpriced) Bid and all applicable formats of tender document. | Indian Bidders | | | |
| 7 | Acceptance of important terms and conditions in line with GTC/ATC as per format attached as Attachment- | Indian Bidders | | | |

| | | | | | |
|----|---|----------------|--|--|--|
| | 4, | | | | |
| 8 | Separate sheet(s) of deviation (Attachment-5) If any, from the tender conditions with seal and signature of authorized personnel. | Indian Bidders | | | |
| 9 | Form of acceptance of EESL fraud prevention policy and declaration as per Attachment- 6 | Indian Bidders | | | |
| 10 | CERTIFICATE REGARDING DECLARATION OF LOCAL CONTENT (As per attachment 10 of the tender document) | Indian Bidders | | | |
| 9 | Certification by the Bidder per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order) (as per format in Attachment -11 of ATC) | Indian Bidders | | | |
| 10 | GST Registration Certificate and PAN Card Copy. | Indian Bidders | | | |

NOT TO BE PRINTED ALONG WITH ABOVE TABLE

The above-mentioned points are major Terms & Conditions and are indicative in nature. Bidder shall carefully go through the detailed requirements, QR and other terms and conditions for better understanding and submit the bid accordingly.

Format for Affidavit of Self certification regarding Local Content in line with PPP-MII order and MoP Order, if applicable, to be provided on a non-judicial stamp paper of Rs. 100/-.

..... Name of the Tender.....;

Date:

I _____S/o, _____D/o, _____W/o, _____Resident
of _____ hereby solemnly affirm and
declare as under:

That I will agree to abide by the terms and conditions of the Public Procurement (Preference to Make in India) Order, 2017 of Government of India issued vide Notification No: P-45021/2/2017 -BE-II dated 15/06/2017, its revision dated **16/09/2020** (hereinafter **PPP-MII order**),

'Public Procurement (Preference to Make in India) to provide for Purchase Preference (linked with local content)' order dated 16/11/2021 issued by Ministry of Power (hereinafter MoP order) and any subsequent modifications/ Amendments, if any and

That the information furnished hereinafter is correct to the best of my knowledge and belief and I undertake to produce relevant records before the procuring entity/POWERGRID or any other Government authority for the purpose of assessing the local content of goods/services/works supplied by me for

That the local content for all inputs which constitute the said goods/services/works has been verified by me and I am responsible for the correctness of the claims made therein.

That the 'Local Content 'as defined in the PPP-MII order and MoP order in the goods/services/works supplied by me for
....., is percent (%).

That the goods/services/works supplied by me for
....., meet the
'Local Content' requirement as defined in the PPP-MII order **and MoP order for 'Class -I local supplier'**.

That the value addition for the purpose of meeting the 'Local Content 'has been made by me at
..... (Enter the details of the location(s) at which value addition is made).

That in the event of the local content of the goods/services/works mentioned herein is found to be incorrect and not meeting the prescribed Local Content criteria, based on the assessment of procuring agency (ies)/POWERGRID/Government Authorities for the purpose of assessing the local content, action shall be taken against me in line with the PPP-MII order, **MoP order** and provisions of the Integrity pact/ Bidding Documents.

I agree to maintain the following information in the Company's record for a period of 8 years and shall make this available for verification to any statutory authority.

- i. Name and details of the Local Supplier
(Registered Office, Manufacturing unit location, nature of legal entity)
- ii. Date on which this certificate is issued
- iii. Goods/services/works for which the certificate is produced
- iv. Procuring entity to whom the certificate is furnished
- v. Percentage of local content claimed and whether it meets the Local Content prescribed for
‘Class -I local supplier’
- vi. Name and contact details of the unit of the Local Supplier (s)
- vii. Sale Price of the product
- viii. Ex-Factory Price of the product
- ix. Freight, insurance and handling
- x. Total Bill of Material
- xi. List and total cost value of input used to manufacture the Goods/to provide services/in construction of works
- xii. List and total cost of input which are domestically sourced. Value addition certificates from suppliers, if the input is not in-house to be attached
- xiii. List and cost of inputs which are imported, directly or indirectly

For and on behalf of..... (Name of firm/entity)

Authorized signatory (To be duly authorized by the Board of Directors)

<Insert Name, Designation and Contact No.>

Certification by the Bidder as per order no. F.No.6/18/2019-PPD dated 23/07/2020 issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India (DoE Order)

- 1.0 We have read and understood the provisions of Order no. F.No.6/18/2019-PPD (Order Public Procurement no.1) dated 23/07/2020 regarding “Restriction under Rule 144(xi) of General Financial Rules” and F.No.6/18/2019-PPD (Order Public Procurement no.2) dated 23/07/2020 regarding “Exclusions from Restriction under Rule 144(xi) of General Financial Rules” issued by Public Procurement Division, Department of Expenditure, Ministry of Finance, Government of India [hereinafter collectively “**DoE Order**”] and any subsequent modifications/Amendments, if any.
- 2.0 Particularly, we, the Bidder, have read the clause regarding restrictions on procurement from a ‘Bidder of a country which shares a land border with India’ and on sub-contracting to contractors from such countries.
- 3.0 We certify that we, the bidder is not from such a country or, if from such a country, has been registered **as per provisions of the requisite Order/Circular/Document** with the Competent Authority and will not subcontract any work to a subcontractor/sub vendor from such countries unless such subcontractor/sub vendor fulfils all requirement in this regard and is eligible to be considered. [*Where applicable, evidence of valid registration by the Competent Authority shall be attached.*]
- 4.0 We further declare that any misrepresentation or submission of false/forged document/information in this regard shall be dealt with as per the provisions of RfP Documents and/or EESL’s policy and procedures.

Date:

Printed Name:

Place:

Designation:

Format for filling details related to Qualifying Requirement (QR)

(This format is required to be submitted by the Bidder along with data/details/documents submitted in support of meeting criteria for QR)

| Sl. No. | Details | Declaration by the Bidder (Declare/Tick (√) whichever is applicable) |
|---------|--|--|
| 1. | Status of the Bidder | |
| a. | Single Entity means a limited company (as defined in the Companies Act, 1956 and any amendment thereof) | <input type="checkbox"/> |
| b. | A registered partnership firm (registered under section 59 of the Partnership Act, 1932 and any amendment thereof) | <input type="checkbox"/> |
| c. | A limited liability partnership (under the Limited Liability Partnership Act, 2008 and any amendment thereof) | <input type="checkbox"/> |
| d. | Proprietorship firm | <input type="checkbox"/> |
| 1.1 | Details of Documents submitted as evidence for aforesaid status | (...fill in no. and date of Documentary evidence....) |
| 2. | <p>PPP MII guidelines issued by Govt. of India shall be applicable for this tender. Only Class-I & Class-II Local Suppliers with minimum local content of 50% and 20% respectively, are eligible to bid in this tender in conformance with the order for "Public procurement (Preference to make in India) to provide for Purchase preference (linked with local content) in respect of Power sector" issued vide ref no. A-1/2021-FSC-Part (5) GoI, MOP Dated 16.11.2021</p> <p>NOTE: - Only Class-I and Class-II Local suppliers as defined in the above tender are eligible to take part in this bidding process.</p> | <p>Attachment 10 is attached</p> <p>Yes <input type="checkbox"/></p> <p><input type="checkbox"/></p> |

| | | |
|----|--|--|
| 3. | <p>Pursuant to Order No. F. No 6/18/2019-PPD dated-23-July-2020 from Department of Expenditure, Ministry of Finance, the applicant should be either of the following:</p> <ul style="list-style-type: none"> · Not from a country which shares a land border with India <p>OR</p> <ul style="list-style-type: none"> · Applicant from a country which shares a land border with India and registered with Competent Authority in accordance with order mentioned above. <p>The definition of “Bidder” from a country which shares a land border with India shall be as in paragraph 8 of the above mentioned order. Further, all the guidelines mentioned to this above order shall be applicable to this Tender. Bidder shall carefully go through the same and ensure its eligibility as per the said order.</p> | <p>Attachment 11 is attached</p> <p>Yes <input type="checkbox"/></p> <p><input type="checkbox"/></p> |
| 4. | Not to be blacklisted by Central/State/UT Government or any Public sector entities for the tender item/work duly signed and stamped on company’s Letter Head. | <p>Submitted Self Declaration on Company’s Letter Head</p> <p>Yes <input type="checkbox"/></p> <p><input type="checkbox"/></p> |

| | | |
|-------------------------|---|--|
| QR Sr. No. 1.1.1 | Mention no. and date of Contract for which Documentary Evidence is attached in respect of work experience for ‘Similar Assignments’ in line with the QR Sr. No. 1.1.1 | (...fill in Contract No. and its Date) |
| a) | Mention Name and Address of Client along with Contact details of concerned person | (...fill in requisite details....) |
| b) | <p>Whether Scope of Work under above referred Contract at sl. no. 1.1.1 includes below mentioned similar work:</p> <p>“Similar Work” means ‘Providing Housekeeping Services’</p> | <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> |

| | | |
|----|--|-------------------|
| | <p>The work “executed” mentioned above means the bidder should have achieved the criteria specified above even if the total contract is started earlier and/or is not completed / closed. However, the work executed /completed must include “Similar work” as above.</p> <p>In case of orders under execution, the value of work executed till the originally scheduled date of bid opening (as per NIT), as certified by the Client shall be considered. However, the work executed must</p> | |
| c) | Value of Work Order | ----- |
| d) | Date of execution/completion |DD/MM/YYYY... |

Note: Use separate sheets for each Contract to fill in details as per sl. no.1.1.1 above

| Sl. No. | Details | Declaration by the Bidder (Declare/Tick (✓) whichever is applicable) |
|-------------------------|---|--|
| QR Sr. No. 1.2.1 | <p>Average Annual Turnover (ATO) during the last 3 Financial Years</p> <p>(i) Financial Year 1</p> <p>(ii) Financial Year 2</p> <p>(iii) Financial Year 3</p> | <p>INR.....</p> <p>INR.....</p> <p>INR.....</p> |
| QR Sr. No. 1.2.2 | <p>Bidder shall have liquid assets (L.A) or/ and evidence of access to or availability of credit facilities of not less than Rs. 14.73 Lakhs.</p> <p>(Balance Sheet of immediate last financial year would be considered for this calculation.)</p> <p>Note: The LA for the bidder shall be calculated from the Audited Financial Statement as per the following:</p> <p>L.A= [Current Assets- Inventory]</p> | <p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> |

| | | |
|-----------------------------|---|-----------------|
| QR Sr. No. 1.2.3 | <p>The net worth of the bidder in immediate last financial year should not be less than 100% of paid-up share capital or capital.</p> <p><i>Additionally, in case of Partnership/ Proprietorship, Networth may be considered negative in case closing capital of immediately preceding year is less than average closing capital of previous 3 financial years including immediate preceding year.</i></p> <p>Note: It may be noted that existence of Bidder for 1 FY will suffice the purpose. Accordingly, for calculation of Net worth the audited financial figures as available shall be considered. (e.g., for considering net-worth calculations, if bidder is in existence for 2 Years' and Audited Financial Statements for both years are available then average of 2 years shall be considered. Similarly, if only one-year's Audited Financial Statements is available, the same will be considered for net-worth calculations). Same Philosophy shall be applicable for partnership firms also.</p> | INR..... |
|-----------------------------|---|-----------------|

I hereby declare that data/details as filled-in hereinabove are true and correct, in case of any misrepresentation by us suitable action may be taken by EESL as per the provision of BID Documents and EESL's Policy and Guidelines.

Signature:

Name:

Designation:

For and on behalf of M/s.....

Attachment-13

**CERTIFICATE REGARDING NON- DEBARMENT FOR FALSE DECLARATION OF
LOCAL CONTENT
[On the Letter Head]**

To,
Deputy General Manager (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
4th Floor, CORE –5, Scope Complex, Lodhi Road, New Delhi 110003

Sub: Certificate regarding non debarment for false declaration of Local Content

Ref: NIT/Bid Document No:

Dear Sir/Madam,

We certify that we are not under debar list/undergoing debarment period on account of breach of the code of integrity under rule 175(1)(i)(h) of General Financial Rules for giving false declaration of local content.

Thanking You,

Yours faithfully,

Signature

.....
Printed Name.....

Seal.....

Date:

Place:

**CERTIFICATE REGARDING NON DEBARMENT /
BLACKLISTING/DISQUALIFICATION
[On the Letter Head]**

To,
Deputy General Manager (Contracts)
Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
4th Floor, CORE -5, Scope Complex, Lodhi Road, New Delhi 110003

Sub: Certificate regarding non debarment / blacklisting/disqualification

Ref: NIT/Bid Document No:

Dear Sir/Madam,

We certify that we have not been black-listed/debarred/dis-qualified by any regulatory/ statutory body/ Central/State/UT Government or any Public sector entities for tendered services. We further certify that we have read the contents of the Fraud Prevention Policy of EESL (available on website of EESL i.e. www.eeslindia.org) and undertake that we along with our associate / collaborator / sub-contractors / sub-vendors / bidders/ service providers shall strictly abide by the provisions of the Fraud Prevention Policy of EESL.

Thanking You,

Yours faithfully,

Signature

.....

Printed Name.....

Seal.....

Date:

Place:

(On Non – Judicial Stamp Paper of appropriate value and purchased in the name of
executing Bank)

PROFORMA OF BANK GUARANTEE FOR CONTRACT PERFORMANCE GUARANTEE

Ref.:
Bank Guarantee No.....
Date.....

To,

Energy Efficiency Services Limited.
(A JV of PSUs of Ministry of Power, Govt. of India)
Core-5, 4th Floor Scope Complex,
Lodhi Road, New Delhi - 110003

Dear Sirs,

In consideration of the EESL, (hereinafter referred to as the 'Owner,' which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s.....with its Registered / Head Office at(hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns), a Contract by issue of Owner's Letter of Award No.....datedand the same having been unequivocally accepted by the Contractor and the contractor (Scope of Contract) having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to * % (percent) of the said value of the Contract to the Owner.

We(Name & address) having its Head Office at(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any all money payable by the Contractor to the extent ofas aforesaid at any time up to(days/months/year) without any demur, reservation, contest, recourse or protest and / or without any reference to the Contractor. Any such demand made by the Owner on the Bank shall be conclusive and

binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any court, tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall continue to be enforceable till the owner discharges this guarantee.

The owner shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extent the time for performance of the Contract by the Contractor. The owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the owner and Contractor or any other course of or remedy or security available to the owner. The Bank shall not be released of its obligations under these presents by any exercise by the owner of its liberty with reference to the matters aforesaid on any of other indulgence shown by the owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agree that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and not withstanding any security or other guarantee that the owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to.....and it shall remain in force up to and including**.....and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s.....on whose behalf this guarantee has been given.

Witness

Dated thisday of.....at.....

Witness

.....

Signature

.....

.....

Name

.....

.....

.....

Official Address

.....

.....

Signature

Bank's Rubber Stamp

Name

Designation with Bank Stamp

Attorney as per power of
Attorney
No.....dated.....
.....

Note: ** Validity of Bank Guarantee should be 90 days in excess of the period for which it is required.

BANK GUARANTEE CHECK LIST

| | | |
|---|-----------------------------|-----------------------------------|
| 1 | Bank Guarantee No. | |
| 2 | Issuing Bank | |
| 4 | Nature of BG & No. of Pages | |
| 5 | Validity of BG | |
| 6 | Package Description | |
| 7 | Party & Contracts ref. | Name, Address, Tel, Fax, E – mail |
| 8 | Bank Reference | |

CHECK LIST

| S.No. | Details of Checks | YES/ NO |
|-------|---|------------|
| a) | Is the BG on non-judicial Stamp Paper of appropriate value, as per Stamp Act ? | |
| b) | Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of Stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the party on whose behalf the BG has been issued. Also the Stamp Paper should not be older than six months from the date of execution of BG) | |
| c) | In case the BG has been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon? | |
| d) | Has the executing Officer of BG indicated the name, designation and Power of Attorney No./ Signing Power no. etc., on the BG? | |
| e) | Is each page of BG duly signed / initiated by executants and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witnesses under seal of Bank as required in the prescribed proforma? | |
| f) | Does the Bank Guarantees compare verbatim with the Proforma | |

| | | |
|----|--|--|
| | prescribed in the Bid Documents? | |
| g) | In case of any changes in contents of text, whether changes are of minor / clerical nature (which in no way limits the right of EESL in any manner)? | |
| h) | Incase of deviations in text of BG, which materially affect the right of EESL, whether the changes have been agreed based on the opinion by Legal Department or BG I considered acceptable on the basis of opinion of law Department already available on the similar issue. | |
| i) | Are the factual details such as Bid Document No.NOA/LOA / Contact No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG? | |
| j) | Whether overwriting / cutting if any on the BG have been properly authenticated under signature and seal of executant? | |
| k) | Whether the BG has been issued by a Bank in line with the provisions of Bid /Contract documents? | |
| l) | In case BG has been issued by a Bank other than those specified of Bid / Contract Documents, is the BG confirmed by a Bank in India acceptable as per Bid / Contract documents? | |

LIST OF BANKS ACCEPTABLE FOR SUBMISSION OF BANK GUARANTEES FOR ADVANCE PAYMENTS, PERFORMANCE SECURITIES AND SECURITIES FOR DEED OF JOINT UNDERTAKING

SCHEDULED COMMERCIAL BANKS

• **SBI and Associates**

| Sl.No | Name of Banks | Sl. No. | Name of Banks |
|-------|----------------------------------|---------|--------------------------|
| 1. | State Bank of India | 5. | State Bank of Mysore |
| 2. | State Bank of Bikaner and Jaipur | 6. | State Bank of Patiala |
| 3. | State Bank of Hyderabad | 7. | State Bank of Saurashtra |
| 4. | State Bank of Indore | 8. | State Bank of Travancore |

• **Nationalized Banks**

| Sl.No | Name of Banks | Sl. No. | Name of Banks |
|-------|-----------------------|---------|---------------------------|
| 9. | Allahabad Bank | 18. | Indian Overseas Bank |
| 10. | Bank of India | 19. | Oriental Bank of Commerce |
| 11. | Bank of Maharashtra | 20. | Punjab National Bank |
| 12. | Canara Bank | 21. | Punjab & Sind Bank |
| 13. | Central Bank of India | 22. | Syndicate Bank |
| 14. | Corporation Bank | 23. | Union Bank of India |

| | | | |
|------------|-------------|------------|----------------------|
| 15. | Dena Bank | 24. | United Bank of India |
| 16. | Indian Bank | 25. | UCO Bank |
| 17. | Vijaya Bank | 26. | Bank of Baroda |

C. Foreign Banks

| S.No. | Name of Banks | Sl. No. | Name of Banks |
|--------------|---|----------------|-------------------------------|
| 27. | Bank of America NA | 34. | Standard Chartered Bank |
| 28. | The Bank of Tokyo-Mitsubishi UFJ Limited. | 35. | SocieteGenerale |
| 29. | BNP Paribas | 36. | Barclays Bank |
| 30. | Calyon Bank | 37. | ABN Amro Bank N. V. |
| 31. | Citi Bank N.A. | 38. | Bank of Nova Scotia |
| 32. | Deutsche Bank A. G. | 39. | Development Bank of Singapore |
| 33. | The Hong Kong and Shanghai Banking Corporation Ltd. | | |

D. SCHEDULED PRIVATE BANKS

| Sl.No. | Name of Banks | Sl. No. | Name of Banks |
|---------------|----------------------|----------------|----------------------|
| 40. | ING Vysya Bank Ltd. | 43. | UTI Bank Ltd. |
| 41. | ICICI Bank Ltd. | 44. | YES Bank |
| 42. | HDFC Bank Ltd. | 45. | IDFC Bank. |
| 46. | South Indian Bank | | |

E. Other Public Sector Banks

| Sl.No. | Name of Banks | Sl. No. | Name of Banks |
|---------------|----------------------|----------------|----------------------|
| 45. | IDBI Ltd. | | |

Note: Any Addition/Deletion/Modification/ in Bank list shall be as per changes in second schedule List of above categories of Bank by RBI from time to time.

COMPLIANCE WITH LABOUR REGULATIONS

Salient features/Instructions regarding compliance of some major laws by the Contractor are given as under. Notwithstanding the same, the Contractor is bound to comply with all the provisions of applicable labour laws even though not expressly mentioned herein.

- a) **Employees Compensation Act 1923:** The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- i) The Contractor shall be liable to deposit the compensation as prescribed under this Act with the Commissioner of Employees Compensation within one month from the date of accident, in case of fatal injury.
 - ii) The contractor shall be liable to disburse the compensation as prescribed under this Act within the stipulated time frame, in case of non-fatal injury.
 - iii) The Contractor shall bear all the expenses incurred in connection with the medical treatment of the workers.
 - iv) The Contractor shall make a payment of ₹15,000/- towards funeral expenses and bear the expenditure towards sending the dead body to the home town of the deceased or the actual place of cremation.
 - v) The Contractor shall take an Insurance policy covering for risks under this Act at the time of commencement of contract and submit proof of the same to the Engineer-in-charge of EESL, failing which, the Contractor shall not be allowed to commence the work.
- b) **Employees Provident Fund and Miscellaneous Provisions Act 1952:**
- i) The contractor shall be required to obtain a PF code from the concerned PF authority immediately after award of the contract and submit documentary proof to the effect to EESL.
 - ii) The contractor shall ensure opening an individual Provident Fund account for the worker engaged and submit documentary proof to the effect to EESL.
 - iii) The contractor shall remit monthly provident fund contribution of employees and employers within 15 days from the date of disbursement of wages.
 - iv) The contractor shall submit a copy of Form 3A submitted by him to PF Authority, to EESL.

- v) The contractor shall submit a copy of Form 12A submitted by him to the PF Authority on monthly basis (details of PF deposited/deducted in respect of employees and employers to the Engineer-in-charge of EESL.
- vi) The Contactor shall submit a copy of Form 6A submitted by him to the PF Authority on an Annual basis/ on expiry of contract, to EESL.

c) Contract Labour (Regulation & Abolition) Act 1970:

- i) The Contractor shall obtain labour license under the provisions of the Act.
- ii) The Contractor shall display Notice in English & Hindi of Rates of Wages, Hours of Work, Wages Period, Date of payment of wages, Name & Address of the Inspector, Date of payment of unpaid wages.
- ii) The Contractor shall submit the Return regarding commencement and completion of contract in Form VIA.
- iv) The Contractor shall maintain Register of workmen employed by him in EESL in Form XIII.
- vi) The Contractor shall issue an Employment Card to the workers engaged by him in EESL in Form XIV, within 3 days of employment of the worker.
- vi) The Contractor shall issue Service Certificate in Form XV to the workmen whose services have been terminated by him.
- vii) The Contractor shall maintain Muster Roll in respect of the workers engaged by him in EESL in Form XVI.
- viii) The Contractor shall maintain Wage Register in respect of the workers engaged by him in EESL in Form XVII.
- ix) The Contractor shall maintain Register of Wage-cum-Muster Roll in respect of workers engaged by him in EESL in Form XVIII.
- x) The Contractor shall issue Wage slip to all the workers engaged by him in EESL.
- xi) The Contractor shall maintain Register of Deductions (Form XX), Register of Fines (Form XXI), Register of Advances (Form XXII), Register of Overtime (Form XXIII) in respect of the workers engaged by him in EESL.
- xii) The Contractor shall send Half yearly return in Form XXIV in duplicate to the Licensing Officer concerned within prescribed time limit.
- xiii) The Contractor shall issue Photo Identity Card to the workers engaged by him in EESL under his seal and signature.

d) Minimum Wages Act 1948:

- i) The workers engaged by the Contractor for carrying out the operations as mentioned in the BOQ shall be paid Minimum wages as notified by the Appropriate Authority from time to time.

- ii) The workers engaged by the Contractor shall be paid wages for 8 hours of normal work per day. In case any worker is required to work beyond 48 hours in a week or more than 9 hours in a day, he shall be paid Overtime at the prescribed premium rates by the Contractor.
 - iii) The workers engaged by the Contractor shall be provided a day of rest in every period of seven days with remuneration.
 - iv) The workers engaged by the Contractor shall be issued Wage Slip.
 - v) The Contractor shall display Notice containing minimum rates of wages, name and address of the inspector in English and Hindi.
 - vi) The Contractor shall send annually a Return in Form III to the concerned authority.
- e) **Payment of Wages Act 1936:**
- i) The Contractor shall pay wages to the workers engaged by him by 7th day of the following month.
 - ii) The Wages shall be paid to the workers either by online ECS transfer or direct transfer to their bank account in the presence of Engineer-in-charge or his authorised representative without deduction of any kind except those that are authorised under this Act.
- f) **Equal Remuneration Act 1976:**
The Contractor shall not pay to any worker engaged by him, remuneration at rates less favourable than those at which remuneration is paid by the Contractor to the workers of the opposite sex for performing any job at EESL premises.
- g) **Child Labour (Regulation and Abolition) Act 1986:**
The Contractor shall not be allowed to engage child labour as defined under the law in the premises of EESL for carrying out any work under the contract.
- h) **Employees State Insurance Act 1948 :**
- i) The Contractor shall be required to obtain ESI code from the concerned authority, immediately after the award of contract, wherever ESI is applicable and submit the documentary proof of the same to EESL.
 - iii) The Contractor shall ensure opening of individual ESI account of the employees, wherever ESI is applicable and submit the documentary proof of the same to EESL.
 - iii) The Contractor shall ensure that the employees are issued ESI cards by the prescribed authorities.
 - iv) The Contractor shall remit ESI contribution of employees together with employers within 21 days of the last day of the calendar month in which the

contribution falls due and submit proof of such remittance along with monthly bills to EESL.

- iv) The Contractor shall send a return of contribution in Form 5 before 12th May and 12th November of every year to ESI office and submit a copy of the return to Engineer-in-charge, EESL.
- v) If ESI is not notified in the area, Employee Compensation Insurance Policy may be obtained as per Employees Compensation Act 1923.

i) Building and Other Construction Workers (Regulation of Employment and Conditions of Service Act, 1996:

- i) The Contractor shall obtain a Certificate of Registration as per the provisions of the Act and submit a copy of the same to EESL.
- ii) The Contractor shall display a copy of the certificate of registration, Notice containing at the work place.
- iii) The Contractor shall display Notice of Rates of Wages, Hours of Work, Wages Period, Date of payment of wages, Name & Address of the Inspector, Date of payment of unpaid wages, in English & Hindi & local language and forward a copy to the Inspector concerned.
- iv) The Contractor shall submit the Notice of commencement and completion of work in Form IV.
- v) The Contractor shall maintain Register of Building workers employed by him in Form XV.
- vi) The Contractor shall submit Annual Return in Form XXV to the concerned authority.

j) Inter State Migrant Workmen (Regulation of Employment and Condition of Service) Act 1979:

- i) The Contractor shall issue to every Inter-state migrant workman, a Passbook with photograph containing various particulars regarding recruitment and employment of the workmen and payment of return fare from the place of employment to the place of residence when he ceases to be employed.
- ii) The Contractor shall pay to every Inter-state migrant workman at the time of recruitment, displacement allowance equivalent to 50% of monthly wages or ₹ 75 whichever is higher.
- iii) The Contractor shall pay to every Inter-state migrant workman journey allowance of a sum not less than the fare from place of residence of the workmen in his state to the place of work in the other state, both for the outward and return journey. The workmen shall also be paid wages by the Contractor during the period of such journey.

- iv) The Contractor shall furnish to the concerned authorities, the particulars regarding recruitment and employment of migrant workmen in Form X.
- v) The Contractor shall furnish in respect of every migrant workmen who ceases to be employed, a Return in Form XI to the concerned authorities in both the states. within 15 days from the date such migrant worker ceases to be employed along with a declaration that all the wages and other dues payable and the fare of return journey back to state have been paid.
- k) **Payment of Bonus Act 1965:** The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs. 21,000 /- per month or less. The bonus shall be worked out by taking wages as Rs. 7000 Or the minimum wage for scheduled employment, as fixed by the appropriate Government, whichever is higher. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act. The Contractor shall be solely responsible for payment of bonus under the Payment of Bonus Act.
- l) **Payment of Gratuity Act 1972:** Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more or on death the rate of 15 days wages for every completed year of service. The Act is applicable to all establishments employing 10 or more employees. The Contractor shall be solely responsible for payment of gratuity under the Payment of Gratuity Act.
- m) **Maternity Benefit Act 1951:** The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- n) **Industrial Dispute Act 1947:** The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- o) **Industrial Employment (Standing Orders) Act 1946:** It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The Act provides for laying down rules governing the conditions of employment by the Owner on matters provided in the Act and get the same certified by the designated Authority.
- p) **Trade Unions Act 1926:** The Act lays down the procedure for registration of trade unions of workmen and Owners. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.

- q) **The Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013:** The Act lays down to provide protection against sexual harassment of women at workplace and for the prevention and redressal of complaints of sexual harassment and for matters connected therewith or incidental thereto.
- r) **Right Of Persons with Disabilities (RPwD) Act 2016:** An Act to give effect to the United Nations Convention on the Rights of Persons with Disabilities and for matters connected therewith or incidental thereto.

SUB: DETAILS OF PF/EPS/ESI CONTRIBUTION FOR THE MONTH OF
20.....

(A) CONTRACTOR DETAILS

1. Name of Firm/Agency/Contractor :
2. Type of contract :

(i.e. Horticulture, H/Keeping, T/L Maint Assistance , S/S maint Assistance,
 guest house Maint. Etc)

3. Phone no. of contractor :
4. Postal address of contractor :
5. Labour License No :
6. Validity Period of Labour License :

(B) CONTRACT DETAILS

7. Period of contract: From... ..To... ..
8. Extension period of contract: : From... ..To... ..
9. Place where contract workmen are working:
10. Details of contract labour engaged by the contractor

| Category | Nos of worker | Prevailing min wages |
|----------------|---------------|----------------------|
| Unskilled | | |
| Semi-skilled | | |
| Skilled | | |
| Highly skilled | | |
| Total | | |

(C) EPF DETAILS

11. EPF code no allotted by PF office :
12. Address of PF office from where EPF code no has been allotted:
13. Details of remittance of contribution towards EPF

| EPF Challan no | Amount | Date |
|----------------|--------|------|
| | | |

(D) ESI DETAILS:

14. ESI Code no allotted by ESIC office:
15. Address of ESIC office from where ESI code no has been allotted :
16. Details of remittance of contribution towards ESI:

| ESI Challan no | Amount | Date |
|----------------|--------|------|
| | | |

17.

| S N | Full Name of contract Labour | EPF code no of the contract Labour | Nos of days present during the month | Amount Paid | | Total Amount paid | Employ ees EPF contri- bution @12% | Employ ers EPF contrib ution @ 12% | Total contributi on deposited [8+9] | Employ ees ESI contrib ution@ 0.75% | Employ ers ESI contrib ution@ 3.25% | Total contribu tion deposited [11+12] |
|--------|---------------------------------------|--|---|--------------|---------------------|-------------------------|---|---|--|---|---|---|
| | | | | Min wages | Any other pay | | | | | | | |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |

CERTIFIED THAT:

- a) *I have paid the notified minimum wages to my employees.*
- b) *I have adhered to all applicable labour laws.*

Date:

Signature:

Place :

----- End of ATC ---

➤ **JOB SPECIFICATIONS AND SCOPE OF WORK**

A. AREA COVERAGE FOR HOUSEKEEPING SERVICES

EESL office premises at Core-3, Ground Floor and 5th to 7th Floor, Core - 5, 4th Floor, SCOPE Complex, Lodhi Road, New Delhi- 110003

B. BROAD DETAILS OF SCOPE OF WORK:

1. Cleaning, sweeping moping and wiping of floors, staircase on daily basis including Saturdays or as required by Officer-In-charge. Cleaning activity shall start in the morning at 7.00 AM so as to complete all the dusting/ cleaning/ moping work before 9.00 AM.
2. Continuous moping to be done at reception floor and other floors during office hours (9.00 AM to 6.00PM)
3. Thorough cleaning of all toilets using required detergent by putting naphthalene balls and air purifier in all urinals, wash basins and WC area.
4. Cleaning and dusting of entire furniture, partitions, wooden cabin walls, railings, doors, windows venetian blinds, racks, sofas, computers, telephones, curtains, wall mounted fans etc. with dry/wet cloth, feather brush and duster.
5. Lifting, carrying and disposing the dead birds animals, rats, insects etc. if found in and around the office building.
6. Clearing of any choking's in the drainages, manholes etc.
7. Removal of beehives and cobwebs/honey webs from the office building and its premises.
8. Cleaning and sweeping of open area including balconies and roof tops with brooms.
9. Proper registers/records for the jobs carried out on daily, weekly, fortnightly and monthly basis will be maintained by the Supervisor and will be countersigned by the EESL officer-in-charge at regular intervals and finally at the end of each month.
10. The Agency shall also be responsible for pest control in the office and shall carry out sprays etc. minimum thrice in a month. The insecticides and pesticides should be sufficient enough to take care of Mosquitoes, Cockroach, Silver fish, crawling insects, rats etc. The insecticide and pesticide sprayed should be of ISI mark and in case the pest control is ineffective the firm shall have to carry out operation more than thrice in a month.

C. JOBS TO BE CARRIED OUT DAILY

- i) Cleaning of general toilets at least thrice daily (at 8.30 AM, 12.00 Noon & 3.30 PM) with phenol and detergent etc and maintain the toilets floors dry during office hours. Cleaning of windows and window sills of all toilets to be done regularly. Wash basins, urinals, WC are to be cleaned with suitable detergent. Flushing system of all toilets are to be checked at regular interval every day. Naphthalene balls, air purifier and liquid soap and paper rolls are to be provided by the agency regularly to ensure continuous availability of these materials in requisite place/container.
- ii) Cleaning of attached toilets with phenol, removing all dust and unwanted materials, keeping dry, cleaning of window sills once in a day. Naphthalene balls air purifier, toilet rolls/paper rolls and liquid soap are to be provided by the agency regularly to ensure

- continuous availability of these materials in requisite place/container.
- iii) Cleaning of corridors staircases and common area with phenol in the morning and with plain water continuously.
 - iv) Cleaning & moping of pantries and electrical rooms once in a day during office hours.
 - v) Cleaning of office working areas, removing dust from floors, windows, doors, furniture's, fixtures, telephones, cupboards, air conditioners, filing almirahs, cabinets, glass panes, computers etc. with dry/wet duster and or with suitable cleaning agent. Moping of floors with phenol.
 - vi) Collection of waste paper from rooms, waste paper, baskets, lobbies and putting in bags at the specified location.
 - vii) Cleaning of carpets by soft brush.
 - viii) To clean glass panes on doors, windows & partitions with soap/cleaning agent.
 - ix) Cleaning of chokage in sewer and pumping lines within premises as and when required.
 - x) Cleaning of duct and shaft spaces, garbage, and removal and putting them in dustbin kept outside the building.
 - xi) Cleaning/removal of any type of stains of ink etc. from the building premises and staircases.
 - xii) Cleaning, sweeping and wiping of floors, furniture and hand washing area etc. during office hours.
 - xiii) Cleaning of carpets in rooms by vacuum cleaners.
 - xiv) Cleaning of lift walls with silver/brass liquid cleaner.
 - xv) Room fresheners in all office area to be used daily in the morning. Room freshener should be of ISI Mark or of standard Make.
 - xvi) Spray of scented Mosquito and cockroach killer on all floors as and when required. Mosquito/cockroach killers shall be of ISI mark. Special scented purifiers shall be sprayed at least twice daily in all rooms, cabins, bathrooms, reception conference halls lifts lobby, lifts etc.

D. JOBS TO BE CARRIED OUT WEEKLY

- i) Acid cleaning of sanitary ware without damaging their shine, scrubbing and cleaning of floors and walls in toilets/rooms, corridors with soap, detergents, kerosene/petrol or any other chemicals, automatic mopper/scrubbing machine to be used at least once in a week.
- ii) Cleaning of sofa sets with vacuum cleaners and chairs with soap solution/ cleaning agent of approved quality.

E. JOBS TO BE CARRIED OUT FORTNIGHTLY BASIS

- i) Cleaning of carpets in rooms by vacuum cleaners without damaging the carpet.
- ii) Dusting of false ceiling etc. with soft broom and cloth.
- iii) Cleaning of sofa sets with soap water/ vacuum cleaners.\
- iv) Washing and cleaning of driveways, parking areas and roads within the office premises.
- v) Lift lobby and all toilets floors and other areas, as may be directed by Officer In-charge, shall be cleaned with floor scrubbing machine.

F. JOBS TO BE CARRIED OUT ON MONTHLY BASIS:

- i) All floors in common area floors including staircases shall be cleaned thoroughly with floor scrubbing machine with soap and water to remove all stains etc. After cleaning the floors with soap and water the floors shall be properly wax polished.
- ii) Total office area floors to be cleaned with floor scrubbing machine, wherever required as per directions of Officer-In-charge.

G. PROVIDING WORKFORCE;

The Agency has to provide workforce in sufficient numbers to maintain the buildings as required and of quality to ensure workmanship of the degree specified in the job order and to the satisfaction of the Officer-In-Charge. Tentative requirement of workforce to be deployed is given hereunder:

- a) House Keepers -11
- b) Supervisor -1
- c) Plumber -1
- d) Pantry boy – 3
- e) Office boy - 1

H. SUPPLY OF MATERIAL AND CONSUMABLES:

All materials/consumables other related items as listed in Appendix-I is to be provided by the Agency has to be of ISI marked or in conformity with the specification/makes keeping in view good quality/standard after discussion and finalization with Officer-In-Charge. The firm shall assess the quantity of consumables to be used and supply them in advance and store them at EESL on fortnightly basis. The stores are to be replenished at least 5 days in advance. Consumables shall be issued every morning in presence of an official authorized by EESL.

I. WASTE DISPOSAL MANAGEMENT:

The bidder will ensure collection, mechanized screening / segregation of dry and wet garbage in the earmarked area. The bidder will also ensure segregation of bio degradable and non bio degradable garbage. Finally, the agency will arrange for disposal of garbage at such a place as may be permissible by MCD.

J. GENERAL TERMS AND CONDITIONS

- i) The contract agreement shall be between EESL and contracting agency on whom agency award is placed by EESL and can not be Transferred or assigned by the contractor without the written consent of EESL. The contractor shall have sole responsibility and liability of all expenses pertaining to their security personnel in connection with their employment. EESL shall not bear any liability, whatsoever with regard to the personnel.
- ii) The contractor shall provide at its own cost all statutory & Compliance benefits to the house-keeping personnel employed by him. EESL reserves the right to inspect payment of wages and all records/ register to be maintained by the contractor under different labour statutes in this regard.
- iii) The contractor shall comply with all the instructions issued by EESL and its authorized officers from time to time.
- iv) EESL shall have the right to terminate the contract by giving one month's notice or compensation in lieu of notice, in case of poor performance, unethical/unlawful activity of agency or its employee and vehicle. The decision of Site Engineer / EIC shall be final and binding in this regards.
- v) The house-keeping personnel employed by the contractor shall not engage themselves in any undesirable activities, whether within or outside the premises. The contractor shall be liable to make good to EESL any loss or damage caused by them.
- vi) The contractor shall be solely responsible for compliance of various statutory obligations including the financial liabilities under the contract labour regulation and abolition act and other laws and rules as applicable from time to time.
- vii) It is clearly understood that during the validity of this contract or after its termination,
- viii) It shall be the sole responsibility of the contractor to tender house-keeping services including providing cleaning material and pest control services to the management's satisfaction.
- ix) Gratuity clause: In the unfortunate event of death of a deployed person, death gratuity will have to be paid by the house-keeping agency to the nominee. No claim shall be entertained by EESL in this regard.
- x) ESI as applicable as per guidelines of Govt. of India shall be paid by the agency.
- xi) It may be relevant to mention that if minimum wages are modified by Govt. of India during the contract period the same shall be applicable.
- xii) Payment of wages and other entitlement to all the deployed personnel (house-keeping manpower, pantry boys, office boys and supervisors) shall be made through Contractor shall keep/maintain the records (specially wages, PF, bonus, dress, LR, retrenchments etc.)
- xiii) The house-keeping agency shall submit the photo copies of all the documents required to confirm the qualifying requirement of each house-keeping personnel along with originals, before deployment.
- xiv) SAFETY: During the contract period if any injury or accident / fatal accident occurs to any person employed by contractor or any third party, the whole liability or responsibility shall be that of contractor. EESL will bear no responsibility or expense, if any, on this account.

| Material List | |
|----------------------|---|
| S.No | Name of Chemical & Consumables |
| 1 | Odonil |
| 2 | Naphthalene Ball |
| 3 | Hard Broom |
| 4 | Soft Broom |
| 5 | Compound Broom |
| 6 | Dry Mop |
| 7 | Dry Mop Refill |
| 8 | Wet Mop |
| 9 | Wet Mop Refill |
| 10 | Duster Checked |
| 11 | Duster Yellow |
| 12 | Floor Duster |
| 13 | Scotch Brite |
| 14 | Spray Can |
| 15 | Toilet Brush |
| 16 | Wiper |
| 17 | Bucket & mug Set |
| 18 | Brasso |
| 19 | Taski R1 Bathroom Cleaner |
| 20 | Taski R2 Multi Purpose Cleaner |
| 21 | Taski R6 Toilet Cleaner |
| 22 | Cleanzo Floor Cleaner |
| 23 | Taski R3 Glass Cleaner |
| 24 | Taski R4 Wood Polish |
| 25 | Taski R9 Hard Water Cleaner |
| 26 | Taski Spiral Floor Cleaner |
| 27 | Taski Virex Sanatizer |
| 28 | Hand Wash |
| 29 | Room Freshener |
| 30 | Red Pad |
| 31 | White Pad |
| 32 | Toilet Roll |
| 33 | Urinal pad |
| 34 | Taski TR 101 for Carpet Cleaning |
| 35 | Taski TR 103 for Carpet Cleaning |
| 36 | Face Tissue |
| 37 | M Fold |
| 38 | Drainer |
| 39 | Garbage polythene |
| 40 | White Duster |
| 41 | Harpic |
| 42 | Vim Bar |
| 43 | Colin |
| 44 | Black Hit |
| 45 | Red hit |
| 46 | Garbage Bag Small |
| 47 | Garbage Bag Big |
| 48 | Garbage Bag Green |

| Machine List | |
|--------------|----------------------------------|
| S.No | Name of Machine |
| 1 | Single Disc |
| 2 | Wet & Dry Vacuum Cleaner |
| 3 | Wringer Trolley |
| 4 | Galss Cleaning Kit |
| 5 | Spraying Machine |
| 6 | Tool Kit Electrician and plumber |
| 7 | Carpet Cleaner |

16. FORMAT FOR EVIDENCE OF ACCESS TO OR AVAILABILITY OF CREDIT/FACILITIES

BANK CERTIFICATE

This is to certify that M/s. _____ (insert Name & Address of the Contractor) _____ who have submitted their bid to(insert name of the Employer)..... against their tender specification Vide ref. No. for (insert name of the package alongwith the project name) is our customer for the past years.

Their financial transaction with our Bank have been satisfactory. They enjoy the following fund based and non fund based limits including for guarantees, L/C and other credit facilities with us against which the extent of utilization as on date is also indicated below:

| Sl. No. | Type of Facility | Sanctioned Limit as on Date | Utilisation as on Date |
|---------|------------------|-----------------------------|------------------------|
| | | | |
| | | | |

This letter is issued at the request of M/s. _____.

Signature _____

Name of Bank _____

Name of Authorised
Signatory _____

Designation _____

Phone No. _____

Address _____

SEAL OF THE BANK