

Appointment of Valuer for Indicative Valuation of EIL EPF Trust Portfolio

Engineers India Limited (herein after referred to as EIL) is an exempted establishment in respect of Provident Fund and accordingly, has a Trust in place, viz. EIL Employees Provident Fund Trust, to manage the funds optimally in a transparent manner for maximum benefit to the Trust subscribers. The Trust invests the balances as per the applicable norms of EPFO/ investment policy of EIL PF Trust.

EIL intends to get indicative valuation of investments made by EIL EPF Trust and accordingly invites quotation as per details below:

Scope of Work (Annexure-I)
Terms and Conditions (Annexure-II)
Schedule of Rate (Annexure-III)
Conditions of Contract (CTC) – Annexure IV
Taxes & Duties – Annexure V
Agreed Terms & Conditions (ATC) – Annexure VI

Note: Earnest Money Deposit & Contract performance Bank Guarantee is not applicable.

Scope of Work

To provide report on the indicative valuation of investments made by EIL EPF Trust (except for Investments in Government Securities and RBI Special Deposits). The list of Securities to be valued is enclosed herewith for ready reference. The quantum of each security owned by EIL EPF Trust shall be shared to the successful bidder selected for the assignment.

List of Securities owned by EIL EPF Trust (other than G-Sec and RBI SDS) with Maturity due after 2024

Sl. No	ISIN	Security Description
Corporate Bonds/ Govt. Guaranteed Bonds		
1	INE001A07TP5	7.80% HDFC Ltd 2032
2	INE020B08CX1	7.96% REC 2030
3	INE033L07HY2	8% Tata Capital Housing Finance Limited 03-11-2027
4	INE040A08427	7.86% HDFC Bank Limited 2032
5	INE053F09GR4	8.80% Indian Railway Finance Corporation Ltd. 2030
6	INE053F09GX2	8.79% Indian Railway Finance Corporation Ltd. 2030
7	INE084A08151	7.14% Bank of India Tier II 2031
8	INE084A08169	8.57% BANK OF INDIA PERPETUAL BONDS
9	INE08EQ08031	9.03% Gujarat State Investments Ltd 2028
10	INE08EQ08056	9.45% Gujarat State Investments Ltd 2025
11	INE0J7Q07215	7.82 DME Development Ltd 2033
12	INE103A08050	7.48% MANGALORE REFINERY AND PETROCHEMICALS LTD. 2032
13	INE115A07MW4	7.95% LIC HOUSING FINANCE LIMITED 2028
14	INE115A07PY3	07.85 LIC Housing Finance Ltd 2032
15	INE121A07RE9	8.40% CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LTD 2028
16	INE124D08019	9.10% Reliance General Insurance Ltd. 2026
17	INE134E08DA0	8.75% Power Finance Corporation Ltd. 2025
18	INE134E08DS2	9.46% Power Finance Corporation Ltd. 2026
19	INE134E08KV1	7.75% PFC 2030
20	INE153A08105	8% Mahanagar Telephone Nigam Limited 2032
21	INE153A08113	7.87% Mahanagar Telephone Nigam Limited 2032
22	INE153A08121	7.78% MTNL 2033
23	INE160A08191	7.10% PUNJAB NATIONAL BANK BONDS (SERIES XXIV)18/11/2031
24	INE296A07SM0	7.72% Bajaj Finance Limited 2033
25	INE306N08060	9.99% Tata Capital Financial Services Limited Perpetual 2025
26	INE306N08144	9.80% Tata Capital Financial Services Ltd Perpetual
27	INE306N08342	8.85% Tata Capital Financial Services 2029
28	INE414G07IG9	8.43% Muthoot Finance Limited 2026
29	INE476A08035	9.55% CANARA BANK PERPETUAL 2025
30	INE476A08126	8.40% Canara Bank Perpetual
31	INE477L08089	8.85% INDIA INFOLINE HOUSING FINANCE LTD 27/07/2027
32	INE477Z24011	10.23% Greater Hyderabad Municipal Corporation ltd 2029
33	INE516Y07444	PIRAMAL CAPITAL & HOUSING FINANCE LIMITED -6.75 LOA26SP31 FVRS1000*
34	INE535H08728	9.30% FULLERTON INDIA CREDIT COMPANY LTD 08.06.2028
35	INE538L07205	9.60% Aadhar housing finance limited 2026
36	INE538L07254	9.55% Adhar Housing Fin. Ltd. 2026
37	INE538L08096	9.75% Aadhar Housing 2026
38	INE540P07087	8.97% UPPCL 2025
39	INE540P07335	10.15% UP Power Corporation Ltd 2026

SI. No	ISIN	Security Description
40	INE540P07343	10.15% U.P. Power Corporation Limited 2027
41	INE636F07266	7.55 NEEPCO 2028
42	INE641O08035	9.55% PIRAMAL FNANCE LIMITED 2027
43	INE688I08095	9.25% capital first limited NCD (Series 5 - Tier II) 30/10/2025
44	INE688I08202	9.10% CAPITAL FIRST LTD 06.06.2025
45	INE692A08102	7.18% Union Bank Tier II 2035
46	INE692A08177	8.40% Union Bank of India Perpetual Bonds (Series XXXIII)
47	INE756I08165	9.15% HDB Financial Services Limited Perpetual 2028
48	INE774D07UG8	7.45% Mahindra & Mahindra Financial Services Ltd 2031
49	INE774D07UX3	8.10% M&M Financial Services 2026
50	INE787H07057	9.41% India Infrastructure Finance Co. Ltd.2037
51	INE812V07047	7.45% THDC limited 2031
52	INE812V08011	7.88% THDC India Limited 27-12-2032
53	INE857Q08016	09.18 Tata Cleantech Capital Limited 2029
54	INE857Q08024	8.80% Tata Cleantech Capital Limited
55	INE860H08EB9	08.95 Aditya Birla Finance Ltd. 2029
56	INE912E08AE7	7.28% SBI Global Factors Limited NCD (Series 10) 28/07/2031
57	INE957N08045	9.81% Hero Fincorp Limited 2028
58	0	SREI OCDs
Equity ETF/ MF		
1	INF200K01QX4	SBI Blue Chip Fund- Direct Plan- Growth
2	INF200K01VT2	SBI- ETF Sensex
3	INF200KA1FS1	SBI ETF Nifty
Infrastructure Debt Fund		
1	INF613Q01108	IL&FS Infrastructure Debt Fund Series 3-B
Securities Classified under Default Category		
1	INE975G08199	9.51% ILFS Transportation Networks Ltd. 2026
2	INE975G08215	9.44% ILFS TRANSPORTATION NETWORKS 2026
3	INE975G08231	9.33% IL&FS TRANSPORTATION NETWORK 31/03/2027
4	INE121H08149	8.80% IL & FS FINANCIAL SERVICES LTD PERPETUAL
5	INE938L08072	9.50% IL&FS ENERGY DEVELOPMENT CO. LTD 14.05.2025
6	INE013A08366	9.65% Reliance Capital Limited 2025
7	INE013A073H9	8.85% Reliance Capital 2026
8	INE013A079D5	9.00% Reliance Capital Ltd 2026
9	INE013A08119	10.50% Reliance Capital Ltd. 2021 (Unsecured)
10	INE013A08267	10.40% Reliance Capital Ltd. 2022 (Unsecured)
11	INE528G08352	9.50% YES Bank Perpetual

Terms and Conditions

1. Payment terms:

40% on submission of Draft Report;
60% on acceptance of Final Report by EIL EPF Trust.

2. Delivery Period:

Valuer shall submit its Indicative Valuation Report within 7 days from the date of Issue of Order.

3. Taxes and Duties:

Taxes as applicable shall be extra and paid against Tax Invoice.

Schedule of Rates

Name of the Entity:	
Work: Appointment of Valuer for Indicative Valuation of EIL EPF Trust Portfolio	
Particulars	Amount (Rs.)
To provide report on the indicative valuation of investments made by EIL EPF Trust as per Scope of Work	

Notes:

1. Taxes as applicable shall be extra and paid against Tax Invoice.
2. The bidder quoting the least price shall be considered for further evaluation.

COMMERCIAL CONDITIONS OF CONTRACT (CCC)

1. BID OPENING

- 1.1 The Composite Bid shall be opened in the presence of attending representatives of Bidder. The attending representative(s) of the Bidder may have to produce authorisation letter from their competent authority, otherwise they will not be allowed to attend the Bid opening. Number of representative will be restricted to maximum one person. The bidder's representatives who are present shall sign bid-opening statement evidencing their attendance.
- 1.2 The Bidder's names, modifications and Bid withdrawals, and such other details as the EIL at its discretion, may consider appropriate, will only be announced, and recorded at the time of opening.

2. Arbitration / Dispute Resolution:

- 2.1 In respect of all or any dispute(s) of any kind whatsoever between the Parties arising out of or in connection with the Contract, the Parties shall seek to resolve any such dispute or difference by mutual consultation, failing which, mandatorily by way of Conciliation through Outside Experts Committee as per EIL Conciliation Rules 2012 (as amended), as available under Grievance Handling Mechanism in EIL website (<https://engineersindia.com/tender/>) and only if such Conciliation fails then through Arbitration/ Commercial Courts as mentioned herein.
- 2.2 There shall be no arbitration, for all or any dispute(s) involving aggregate claims (including interest, all inclusive) less than Rs. 25 Lakhs and for all or any dispute(s) involving aggregate claims (including interest all inclusive) greater than Rs. 2 Crores.

All or any dispute(s) involving "aggregate claims (including interest, all inclusive) less than Rs. 25 Lakhs and aggregate claims (including interest, all inclusive) greater than Rs. 2 Crores" shall be adjudicated by the Courts of competent jurisdiction at New Delhi.

- 2.3 All or any dispute(s) arising out of or in connection with the Contract, involving aggregate claims (including interest, all inclusive) between Rs. 25 Lakhs and Rs. 2 Crores, which cannot be resolved through Outside Experts Committee as per EIL Conciliation Rules 2012 (as amended) may be referred to arbitration for adjudication in the manner specified herein.
Provided that any dispute(s) specifically specified as excluded matters and listed at clause No. 2.8 shall not be arbitrable.

- 2.4 The Arbitration shall be in accordance with Arbitration and Conciliation Act, 1996 (as amended). The fee of arbitrator in respect of claims by the Consultant shall be paid by the Consultant and fee of arbitrator in respect of claims by EIL shall be paid by EIL. This agreement between Parties that the fee on Consultant's claim is payable by the Consultant and the fee on the EIL's claims shall be paid by EIL, shall be valid and such agreement shall be renewed between the parties after the dispute in question has arisen.

All other expenses (including expense related to venue, travel of the arbitrator, local conveyance, secretarial assistance, and any other incidental expenditure) shall be equally shared by both the parties.

- 2.5 On invocation of the Arbitration clause by either party, EIL shall suggest a panel of three independent and distinguished persons to the other party from the Panel of Arbitrators maintained by 'Delhi International Arbitration Centre (DIAC)' to select any one among

them to act as the Sole Arbitrator. In the event of failure of the other party to select the Sole Arbitrator within 30 days from the receipt of the communication from EIL suggesting the panel of arbitrators, the right of selection of the sole arbitrator by the other party shall stand forfeited and EIL shall appoint the Sole Arbitrator from the suggested panel of three Arbitrators for adjudication of dispute(s). The decision of EIL on the appointment of the sole arbitrator shall be final and binding on the other party.

- 2.6 The Arbitration proceedings shall be in English language and the seat, venue and place of Arbitration shall be New Delhi, India only.
- 2.7 Subject to the above, the provisions of Arbitration & Conciliation Act 1996 and any amendment thereof shall be applicable.
- 2.8 List of Excluded matters:
- a) Whether or not a claim sought to be referred to arbitration by the Consultant is a notified claim.
 - b) Whether or not a notified claim is included in the Consultant's final bill in accordance with the provisions of contract.
 - c) Any claim, difference or dispute relating to, connected with or arising out of EIL's decision under the provisions of Integrity Pact executed between EIL and the Bidder/Consultant.
 - d) Any claim, difference or dispute relating to indulgence of Consultant/ Vendor/ Bidder in corrupt/ collusive/ coercive practices and/or the same is under investigation by CBI or Vigilance or any other investigating agency or Government.
 - e) Any claim, difference or dispute relating to, connected with or arising out of EIL's decision to initiate any proceedings for suspension or banning, or decision to suspend or to ban business dealings with the Bidder/Consultant and/or with any other person involved or connected or dealing with bid/ contract/ bidder / Consultant.
- 2.9 Parties mutually agree that Arbitral Tribunal/ Arbitrator will not include in the sum for which the award is made any interest for any part of period between the date on which the cause of action arose and the date on which the award is made. Accordingly, the Parties mutually agree that neither the arbitral claim nor the arbitral award shall include interest component for any part of period between the date on which the cause of action arose and the date on which the award is made.
- 2.10 GOVERNING LAW AND JURISDICTION: The Contract shall be governed by and construed in accordance with the laws in force in India. The Parties hereby submit to the exclusive jurisdiction of the Courts situated at New Delhi for invocation of Arbitration clause, adjudication of disputes, injunctive reliefs, actions and proceedings, if any, arising out of this Contract.
- 2.11 Sub clauses 2.1 to 2.10 of this clause shall not be applicable in contracts where both the parties to the contract come under the purview of AMRD Mechanism.

3. ARITHMETIC CORRECTIONS

- 3.1 During evaluation of price, if some discrepancies are found between the rate/ amount given in words and figures, the total amount shall be corrected as per the following procedure, which shall be binding upon the Bidder.
- 3.2 When the rate quoted by the Bidder in figures and words tallies but the amount is incorrect, the rate quoted by the Bidder shall be taken as correct and amount reworked.
- 3.3 When there is difference between the rate in figures and words, the rate that corresponds to the amount worked out by the Bidder, shall be taken as correct.
- 3.4 When it is not possible to ascertain the correct rate in the manner prescribed above, the rate quoted in words shall be adopted and amount reworked.

- 3.5 In case of lumpsum prices, if there is a discrepancy between amount quoted in words and figures, amount quoted in words shall be considered for evaluation.
- 3.6 In case the rate is quoted only in figures and the amount does not correspond to the quoted rate. The amount shall be reworked from the quoted rate.
- 3.7 The sum total of the total prices of each item shall be the total quoted price
- 3.8 **In case of any contradiction between 'Unit Rate' and 'Total Price', 'Unit Rate' shall prevail and 'Total Price' shall be worked out accordingly.**

4. EVALUATION OF PRICE BIDS:

- 4.1 The evaluation shall be on Bottomline basis and Lowest Bidder (L1) will be awarded the contract subject to provisions of the bidding document.
- 4.2 The prices quoted by the Bidders shall be checked for arithmetic correction, if any, based on rate and amount filled by the Bidder in the SOR formats. If some discrepancies are found between the rate/ amount, the total amount shall be corrected as per the provisions of Clause No. 15.0 above.
- 4.3 Evaluation shall be done on lowest price basis (L1) and order shall be placed on L1 bidder.
- 4.4 Any uncalled for lump sum / percentage or adhoc reduction / increase in prices, offered by the Bidders after submission of price Bid, shall not be considered. However, if reduction is from the recommended Bidder, such reduction shall be taken into account for arriving at the contract value.
- 4.5 Any unsolicited reduction in price offered by a bidder within the bid validity by way of discount or revised prices, subsequent to the bid due date, shall not be taken into account for comparison. However, such reduction in price shall be taken into account for ordering if such bidder happens to be recommended as per the originally quoted prices.
- 4.6 In the event of any unsolicited price increase sought by any bidder, subsequent to the bid due date, the bid of such a bidder shall be rejected, in case the bidder does not agree to withdraw the price increase. In case, price increase is sought by the L1 bidder after composite bid opening and the bidder does not agree to withdraw the price increase, the order shall not be placed with price increase and the enquiry shall be refloat. Wherever, decision is taken to reject a bid, and then case shall be referred for appropriate action as per procedure.
- 4.7 In an extreme situation, when there is a 'TIE' based on the evaluated price, recourse shall be taken on the basis of the following methodology:

In case of TIE between two or more bidders, then the Bidder's maximum annual turnover during the last 3 years, shall be tabulated for the past 3 years and maximum annual turnover in any of the last 3 years shall be determined for each bidder. The Bidder whose maximum turnover is highest shall be the recommended Bidder.

5. FORCE MAJEURE SITUATIONS

- 5.1 In the event of causes of Force Majeure occurring within the agreed delivery terms, the delivery dates can be extended by the Purchaser on receipt of application from the Seller without imposition of price reduction. Only the following shall be considered as force majeure:
- a) Act of terrorism;
 - b) Riot, war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection of military or usurped power;
 - c) Ionizing, radiation or contamination, radio activity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic

explosive or other hazardous properties of any explosive assembly or nuclear component;

- d) Epidemics, earthquakes, flood, fire, hurricanes, typhoons or other physical natural disaster, but excluding weather conditions regardless of severity; and
 - e) Freight embargoes, strikes at national or state-wide level or industrial disputes at a national or state-wide level in any country where Works are performed, and which affect an essential portion of the Works but excluding any industrial dispute which is specific to the performance of the Purchase Order.
- 5.2 For the avoidance of doubt, inclement weather, third party breach, delay in supply of materials (other than due to a nationwide transporters' strike) or commercial hardship shall not constitute a Force Majeure event.
- 5.3 Where there is an event of Force Majeure, the Affected Party must notify the other Party in writing as soon as possible and in any event within 10(ten) days of becoming aware of or the date it ought to have become aware of the occurrence of an event of Force Majeure, giving full particulars of the event of Force Majeure and the reasons for the event of Force Majeure preventing the Affected Party from, or delaying the Affected Party in performing its obligations under the Purchase Order. The Affected Party must use its reasonable efforts to mitigate the effect of the event of Force Majeure upon the performance of its obligations under the Purchase Order and notify the other party of the measures being taken to mitigate the effect(s) of the event of Force Majeure.
- 5.4 Upon completion of the event of Force Majeure, the Affected Party shall, as soon as reasonably practicable, recommence the performance of its obligations under the Purchase Order. Where the Affected Party is the Supplier, the Supplier must provide an amended Works Programme rescheduling the Works to minimise the effects of the prevention or delay caused by the event of Force Majeure.
- 5.5 An event of Force Majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event, nor does that event affect the obligation to pay money in a timely manner which matured prior to the occurrence of that event.
- 5.6 The Supplier has no entitlement and EIL has no liability for:
- (a) any costs, losses, expenses, damages or the payment of any part of the Purchase Order Price during an event of Force Majeure; and
 - (b) any delay costs in any way incurred by the Supplier due to an event of Force Majeure.
- 5.7 If an event of Force Majeure occurs and its effect continues for a period of 180 (one hundred eighty days or more in a continuous period of 365 (three hundred sixty five) days after notice has been given under this Clause, either Party may terminate the Purchase Order by issuing a written notice of 30 (thirty) days to the other Party.
- 5.8 In the event that the Parties are unable to agree in good faith about the existence or occurrence of a Force Majeure event, such dispute shall be finally settled in accordance with the dispute resolution mechanism provided herein; provided however that the burden of proof as to the occurrence or existence of such Force Majeure event shall be upon the Party claiming relief on account of such Force Majeure event.

6. CANCELLATION FOR DEFAULT

- 6.1 EIL reserves the right to cancel the Purchase Order or any part thereof and shall be entitled to rescind the Purchase Order wholly or in part by a written notice of **30 days** to the Seller, if:
- a) The Supplier fails to comply with the terms of the Purchase Order in spite of EIL giving a cure period of 30 days.

- b) The Supplier becomes bankrupt or goes into liquidation.
- c) The Supplier makes a general assignment for the benefit of creditors.
- d) A receiver is appointed for any of the property owned by the Supplier.

6.2 Upon receipt of the said cancellation notice, the Supplier shall discontinue all work on the Purchase Order and matters connected with it.

7. CANCELLATION FOR CONVENIENCE

7.1 EIL may, by written notice of 10 days sent to the Supplier, cancel the Purchase Order (PO), in whole or part, at any time for his convenience. The notice of cancellation shall specify that the cancellation is for the EIL's convenience. PO is cancelled and the date from which such cancellation becomes effective.

7.2 In case, during the date of Cancellation, any activity is partially completed by the Supplier, the payment for the same shall be made based on mutual agreement between EIL and Supplier

8. NON WAIVER

Failure or delay of a party to exercise any rights or remedies herein or by law or failure to properly notify the other party in the event of a breach, shall not release the other party and shall not be deemed a waiver of any right of a party to insist upon the strict performance thereof or any of his or their rights or remedies provided for herein.

9. NON ASSIGNMENT

Neither Party, without obtaining prior written consent of the other Party, shall assign the Purchase Order to any Third Party.

10. INTELLECTUAL PROPERTY & ROYALTIES

On acceptance of the Order, the Supplier will be deemed to have entirely indemnified EIL and its representative(s) from any legal action or claims regarding compensation for breach of Intellectual Property (i.e. patents, trade-marks, copyrights etc.) which the Supplier deems necessary to apply to execute the Order or Contract.

11. INDEMNITY

Supplier shall indemnify, protect and save EIL against all claims, losses, costs, damages, expenses, actions, suits and other proceedings resulting from infringement of any patents, trade-marks, copyrights in respect to the contract. Any expenditure incurred on account of lawsuit anywhere will be borne by the Supplier.

12. TERMINATION FOR CONVENIENCE

EIL shall, in addition to any other right enabling it to terminate the Purchase Order, have the right to terminate the Purchase Order at any time by giving prior written notice to the Supplier. Such termination shall be without prejudice to the rights of the Parties that have accrued on or before the date of termination of the Purchase Order.

- a) Any material breach in contractual obligations shall be dealt on mutual discussion basis, so as to correct breach. In case of failure to correct the breach, EIL/ Owner shall initiate Termination action as per the Purchase Order.

- b) In case of non-submission of CPBG within the period stipulated, required CPBG amount along with interest for the delayed period shall be recovered from the first RA bill / first Milestone payment, onwards, on proportionate basis, till full recovery. However, in case, if the Supplier submits CPBG before the first RA bill, then interest shall be recovered from the first RA bill, for the delayed period beyond the period stipulated for CPBG.
- c) In case of non-submission of CPBG within one month beyond the period stipulated for it, coupled with non-mobilization / non-performance within the period stipulated for the same, the Termination action along with other contractual penal provisions shall be initiated, as per the Purchase Order provisions.
- d) Further, in case of submission of CBPG within scheduled period, but Supplier being at default in terms of Purchase Order, a) above shall be applicable.
- e) In case of occurrence of any of the above specified events, Supplier shall be understood to have defaulted and the EIL/ Owner shall have the right to terminate the Purchase Order, at its sole and absolute discretion by issuing a Show Cause notice of 15 calendar days to the Supplier, stating the reason and the intention of EIL/ Owner to terminate the Purchase Order and to take other penal actions in terms of the Purchase Order including extant policy for Suspension/ Banning of EIL/ Owner.
- f) The Supplier may also request for a personal hearing.
- g) EIL/ Owner based on the Supplier's response to the Show Cause Notice and the personal hearing, shall decide the action regarding Termination and/ or Suspension / Banning or otherwise.
- h) The decision taken as above shall apply to Termination as well as Suspension / Banning."

TAXES AND DUTIES:**Goods and Services Tax:**

"GST" shall mean Goods and Services Tax charged on the supply of material(s) and services. The term "GST" shall be construed to include the Integrated Goods and Services Tax (hereinafter referred to as "IGST") or Central Goods and Services Tax (hereinafter referred to as "CGST") or State Goods and Services Tax (hereinafter referred to as "SGST") or Union Territory Goods and Services Tax (hereinafter referred to as "UTGST") depending upon the import / interstate or intrastate supplies, as the case may be. It shall also mean GST compensation Cess, if applicable.

The quoted price shall be deemed to be inclusive of all taxes and duties excluding "Goods and Services Tax" (hereinafter called GST) (i.e. IGST or CGST and SGST/UTGST applicable in case of interstate supply or intra state supply respectively and GST compensation Cess if applicable).

Contractor/vendor shall be required to issue tax invoice in accordance with GST Act and/or Rules so that input credit can be availed by EIL. In the event that the contractor / vendor fails to provide the invoice in the form and manner prescribed under the GST Act read with GST Invoicing Rules thereunder, EIL shall not be liable to make any payment on account of GST against such invoice.

GST shall be paid against receipt of tax invoice and proof of payment of GST to government. In case of non-receipt of tax invoice or nonpayment of GST by the contractor/vendor, EIL shall withhold the payment of GST.

GST payable under reverse charge for specified services or goods under GST act or rules, if any, shall not be paid to the contractor/vendor but will be directly deposited to the government by EIL.

Where EIL has the obligation to discharge GST liability under reverse charge mechanism and EIL has paid or is /liable to pay GST to the Government on which interest or penalties becomes payable as per GST laws for any reason which is not attributable to EIL or ITC with respect to such payments is not available to EIL for any reason which is not attributable to EIL, then EIL shall be entitled to deduct/ setoff / recover such amounts against any amounts paid or payable by EIL to Contractor / Supplier.

The Supplier shall always comply with the requirements of applicable laws and provide necessary documents as prescribed under the Rules & Regulations, as applicable from time to time. In particular, if any tax credit, refund or other benefit is denied or delayed to EIL due to any non-compliance / delayed compliance by the Supplier under the Goods & Service Tax Act (such as failure to upload the details of the sale on the GSTN portal, failure to pay GST to the Government) or due to non-furnishing or furnishing of incorrect or incomplete documents by the Supplier, the Supplier shall be liable to reimburse EIL for all such losses and other consequences including, but not limited to the tax loss, interest and penalty.

Notwithstanding anything contained anywhere in the Agreement, in the event that the input tax credit of the GST charged by the Contractor / Vendor is denied by the tax authorities to EIL for reasons attributable to Contractor / Vendor, EIL shall be entitled to recover such amount from the Contractor / Vendor by way of adjustment from the next invoice. In addition to the amount of GST, EIL shall also be entitled to recover interest at the rate prescribed under GST Act and penalty, in case any penalty is imposed by the tax authorities on EIL.

TDS under GST, if applicable, shall be deducted from contractor's/vendor's bill at applicable rate and a certificate as per rules for tax so deducted shall be provided to the contractor/vendor.

The Contractor will be under obligation for charging correct rate of tax as prescribed under the respective tax laws. Further the Contractor shall avail and pass on benefits of all exemptions/ concessions available under tax laws.

No variation on account of taxes and duties, statutory or otherwise, shall be payable by EIL to contractor/vendor except for GST. Any statutory variation for GST shall be payable up to contractual date of completion against documentary evidence. In case, input tax credit of GST is available to EIL beyond Contractual completion date, the same may be reimbursed by EIL. Any reduction in taxes and duties included in the price shall be passed on to EIL.

Any new taxes, duties, cess, levies notified or imposed after the submission of last /final price bid but before the contractual date of completion of work shall be to EIL Account.

The contractor will be liable to ensure to have registered with the respective tax authorities and to submit self-attested copy of such registration certificate(s) and the Contractor will be responsible for procurement of material in its own registration (GSTIN) and also to issue its own Road Permit/ E-way Bill, if applicable etc.

In case the bidder is covered under Composition Scheme under GST laws, then bidder should quote the price inclusive of the GST (CGST & SGST/UTGST or IGST). Further, such bidder should mention "Cover under composition system" in column for GST (CGST & SGST/UTGST or IGST) of price schedule.

EIL will prefer to deal with registered supplier of goods/ services under GST. Therefore, bidders are requested to get themselves registered under GST, if not registered yet. However, in case any unregistered bidder is submitting their bid, their prices will be loaded with applicable GST while evaluation of bid. Where EIL is entitled for input credit of GST, the same will be considered for evaluation of bid as per evaluation methodology of tender document.

AGREED TERMS AND CONDITIONS (COMMERCIAL)

BIDDING DOC./ RFQ. NO.	LP/ET/BS33-M-000415/023
NAME OF WORK	Appointment of Independent Expert to review the EIL PF Trust investment <i>Value for Indicative Valuation</i> <i>RF Consultants of EIL EPF Trust</i> <i>Postfolio</i>

Bidder is required to submit all information and relevant documents along with the Bid itself without failing. EIL reserves the right not to give any opportunity on a later date to submit complementing documents/ information after bid submission date. Bidder to submit this pre-filled Agreed Terms & Conditions, duly signed and stamped, after filling the additional information wherever required. Strike out whichever is not applicable.

SI No.	COMPLIANCE STATEMENT/ QUERY	BIDDER'S CONFIRMATION
1.	We accept all the terms and conditions, subsequent amendment/ corrigendum, Scope of Work, etc. in totality and our quoted price is considering it in totality on ZERO deviation basis.	CONFIRMED
2.	MSE registration certificate copy, from competent authority submitted	YES/ NO If yes, please submit Udyam Registration Certificate
3.	Bidder confirms Bid Validity up to 30 days from Bid Due Date for submission of quotation.	CONFIRMED
4.	We have read the complete RFQ documents (and its amendment, if applicable) & understood the Scope of Work and submitted Price Schedules.	CONFIRMED
5.	Indicate GST Registration No. _____	_____
6.	Bidder confirms the Contract Period is acceptable as mentioned in Annexure-D	CONFIRMED
7.	Bidder confirms that they have submitted Letter of Authority in favour of authorized signatory of the bid shall be issued by the Competent Authority in Bidders' organisation.	SUBMITTED
8.	Confirm duly filled in Mandate Form submitted as per Annexure-I.	SUBMITTED
9.	Confirm that the quoted price is firm and fixed till complete execution of order.	CONFIRMED
10.	Bidder confirms Payment Terms shall be as specified in Annexure-D <i>ii</i> .	CONFIRMED

Bidder's Signature _____

Bidder's Name _____

Date _____

Rubber Stamp _____

Electronic Payment Mandate Form**MANDATE FOR RECEIVING PAYMENT THROUGH RTGS/NEFT**

1.	Vendor Name, Address and contact no.	
2.	Vendor Code	
3.	Permanent Account Number (PAN)	
4.	Particulars of Bank Account	
A	Name of the Bank	
B	Name of the Branch	
C	Branch code	
D	City Name	
E	Branch Location	
F	Branch Telephone No.	
G	Bank IFSC Code	
H	9 Digit MICR Code	
I	Type of Account (SB/CA/CC)	
J	Account No.	
K	RTGS CODE	
L	NEFT CODE	
5.	Email address of Vendor	
6.	Date of effect of RTGS/NEFT in your Bank	

We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete information, we would not hold the Company responsible.

Signature of the Vendor

Bank Certificate

We certify that _____ has an Account No. _____ with us and we confirm that the details given above are correct as per our records.

Authorized official of Bank

Date:
Place: