



Solar Energy Corporation of India Limited (A Government of India Enterprise)

CIN: U40106DL2011GOI225263

D - 3, 1st Floor, Wing - A, Religare Building,
District Centre, Saket, New Delhi - 110 017
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Notice Inviting Tender

For

**Comprehensive IT Facility Management Services for
a Period of 02 Years**

**Tender No. SECI/C&P/ITFMS/052017/01
Dated: 14.06.2017**

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SECTION I

INTRODUCTION AND TENDER DETAILS

SOLAR ENERGY CORPORATION OF INDIA LIMITED
(A Government of India Enterprise)



Tender No: SECI/C&P/ITFMS/052017/01

Date: 14/06/2017

Solar Energy Corporation of India Limited (hereinafter called "SECI"), invites bids from the eligible Bidders/ Firms/ Agencies to participate in the Notice Inviting Tender (NIT) for **"The engagement of Agency for Comprehensive IT Facility Management Services at its registered office at New Delhi"**

For the implementation of above mentioned work, Bidders/ Firms/ Agencies should submit their Techno Commercial & Price Bids/ Proposals complete in all respect in separate sealed covers, super-scribed with **"Notice Inviting Tender for the engagement of Agency for Comprehensive IT Facility Management Services at Solar Energy Corporation of India Limited, New Delhi"** at the following address so as to reach on or before **18:00 HRS on 21st July'2017** positively to

Sh. Manas Ranjan Mishra
Manager (C&P)

Solar Energy Corporation of India Limited
D - 3, 1st Floor, Wing - A, Religare Building
District Centre, Saket, New Delhi - 110 017
Telephone: 011 71989200, Extension 294
E mail: contracts@seci.co.in

Bidder shall submit the Tender proposal, complete in all respect as per the Bid Information sheet. Bid documents which include Eligibility criteria, "Technical Specifications", various conditions of contract, formats, etc. can be downloaded from SECI website at www.seci.co.in. Any amendment(s)/ corrigendum/ clarifications with respect to this Tender shall be uploaded on SECI website only. The Bidder should regularly follow up for any Amendment/ Corrigendum/ Clarification on the above website.

DISCLAMIER:

1. Though adequate care has been taken while preparing the Tender Document, the Bidders/ Agency/ Experts shall satisfy themselves that the document is complete in all respects. Intimation of any discrepancy shall be given to this office immediately. If no intimation is received from any Bidder within 15 (Fifteen) days from the date of notification of Tender/ Issue of the Tender Documents, it shall be considered that the Tender Document is complete in all respects and has been received by the Bidder(s).
2. Solar Energy Corporation of India Limited (SECI) reserves the right to modify, amend or supplement this Tender Document including all formats and Annexures.
3. While this Tender has been prepared in good faith, neither SECI nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this Tender, even if any loss or damage is caused by any act or omission on their part.

Bid Information Sheet (BIS)

NIT No. & Date	Tender No: SECI/C&P/ITFMS/052017/01 Dated: 14/06/2017
Broad Scope	Notice Inviting Tender for Agency for Comprehensive IT Facility Management Services for a Period of 02 (Two) Years at Solar Energy Corporation of India Limited, New Delhi
Period of the Work	24 (Twenty Four) Months from the date of Notification of Award (NOA)
Cost of Tender Document	Free of Cost
Tender Processing Fee (Non-Refundable)	INR 1500/- (Indian Rupees One Thousand Five Hundred Only) plus Service Tax @ 15% / GST (If Applicable) per Tender in the form of Demand Draft (DD)/ Bankers Cheque drawn in favour of “ Solar Energy Corporation of India Limited ”, New Delhi Payable at New Delhi, to be deposited along with the Tender document submission. <i>The Tender Processing Fees is Non-Refundable.</i>
Earnest Money Deposit (EMD)	INR 30,500/- (Indian Rupees Thirty Thousand Five Hundred Only) in the form of Demand Draft (DD)/ Bankers Cheque drawn in favour of “ Solar Energy Corporation of India Limited ”, New Delhi Payable at New Delhi or in the form of Bank Guarantee as per the prescribed format (With a validity of 180 days from the last Due date of Bid Submission). EMD to be deposited along with the Tender document submission.
Contract Performance Security	Within 30 days from the issuance of the Notification of Award (NOA) from SECI, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft drawn in favour of “ Solar Energy Corporation of India Limited, New Delhi ” Payable at New Delhi or in the form of Bank Guarantee as per the prescribed format and shall be in the currency of the Contract.

Notice inviting Tender for engaging Agency for Comprehensive IT Facility Management Services



	The value of the Performance Security shall be 10% of the Total Contract Value , BG validity of which should remain up to 90 days beyond the Contractual Period/ Defect Liability Period
Pre-bid Conference	Not Applicable
Last date & Time of Submission of Bids	21/07/2017 up to 18:00 HRS
Opening of Techno Commercial Bids	24/07/2017, 11:00 HRS onwards
Opening of Financial Bids	To be intimated subsequent to the shortlisting of Techno Commercial Bids
Name, Designation, Address and other details (For Submission of Response to NIT)	<p>Sh. Manas Ranjan Mishra Manager (C&P) Solar Energy Corporation of India Limited D - 3, 1st Floor, Wing - A, Religare Building District Centre, Saket, New Delhi - 110 017 Telephone: 011 71989200, Extension 294 E mail: contracts@seci.co.in</p>

Important Note:

1. Prospective Bidder are requested to remain updated for any notices/ amendments/ clarifications etc. to the Tender Document through the website www.seci.co.in. No separate notifications will be issued for such notices/ amendments/ clarification etc. in the print media or individually. All the information related to this Tender Document shall be updated in the SECI website www.seci.co.in

SECTION II

SCOPE OF WORK (SOW) AND ELIGIBILITY CRITERIA

1. WORK CONTENT

The contractor is required to provide Comprehensive IT Facility Management Services for a period of 02 (Two) Years as mentioned in the Tender Document. However, actual numbers of the Onsite Technical Service Personnel may vary from time to time and the contractor has to supply the Technical Service Personnel as per actual requirement to be intimated to him from time to time by SECI. The contractor shall be responsible for management of the Technical Service Personnel deployed by him including arranging timely arrival at duty place, punctuality, payments to the Technical Service Personnel in compliance with statutory requirements and other terms & conditions of the contract.

2. CONTRACTOR'S SCOPE OF WORK

2.1 SECI intends to hire Comprehensive Facility Management Services from the agency in the area of Information Technology (IT) for a period of 02 (Two) Years. On an average basis, **SECI intends to deploy 02 (Two) Nos of Onsite Technical Service Personnel at SECI Office whose address is mentioned on the Cover Page (Page no. 01) of the Tender Document.**

2.2 The overall scope of work is mentioned below: -

- a) Two Onsite Technical Service Personnel
- b) User Support
- c) Comprehensive AMC of all IT Hardware asset (excluding the Consumables)
- d) Installation and Configuration of new Hardware and Software & Intercoms/ Digital Phones etc.
- e) Apply Operating System Patches and Antivirus Updates etc.
- f) Support & Development of Application using PHP/ ASP.NET.
- g) Co-ordinate with respective Vendor/ OEM to resolve the Hardware and Software Problem(s) as & when required
- h) Assist in Recovery in case of System Crash and Database Failure
- i) Liaise with Internet Service Provider (ISP) for Resolution of Problems related to Bandwidth and Voice Call Facility
- j) Hardware & Software Asset Management Services
- k) Server and Database Management Services
- l) Local Area Network (LAN), Firewall & Security Management
- m) EPBAX System Maintenance
- n) Arrangements for Training, Presentation and Video Conferencing in Board Room and Conference Room
- o) Maintenance and Updating of Intranet Portal

2.3 The Contractor shall be responsible for the antecedents of the personnel deputed for work. The Contractor shall obtain all necessary regulations, licenses, approvals and sanctions under the labour laws and other statutory requirements as applicable from time to time.

2.4 The Onsite Technical Service Personnel should be available on a full-time basis from 09:30 AM (SECI Official Entry Time) to 06:00 PM (SECI Official Out Time) on all official working days of SECI.

In case of delay of more than 30 (Thirty) Minutes after SECI Official Entry Time as mentioned above would be considered as Half Day Leave and delay of more than 03 (Three) Hours shall be considered as a Full Day Leave. These Leaves would be considered for deduction in Payment as mentioned under GCC clause no 17.

Alternate Person(s) has to be deployed as replacement if any regular deployed person stays on leave for half-day or full day. The alternate person(s) has/ have to be from the list of the persons submitted to SECI. Any deviation to the same needs prior approval from SECI, failing which the replacement shall be treated as null and void.

2.5 The minimum qualifications and experience of the Technical Service Personnel and their functional responsibilities would be as follows. It is expected that at least 02 (Two) Technical Service Personnel should be available on site at all times.

S. N	Category	No	Qualification & Experience	Nature of Service
1	Server & Application Support	1	Any Graduate with Diploma in Computers OR Degree/ Diploma in Computers/ Electronics from recognized Engineering College/ Polytechnic. Post Qualification Experience: Minimum 03 (Three) Years on Installation/ Configuration and support on Intel/ AMD/ IBM Servers. Preferably Windows/ Linux Certified. Professional knowledge of ASP.NET/ PHP language for Application Development and Support. Knowledge of LAN & WAN Concepts.	Server & Database Support, Application Software Support
2	Infrastructure Maintenance Support	1	Any Graduate with Diploma in Computers OR Degree/ Diploma in Computer/ Electronics from recognized Engineering College/ Polytechnic Post Qualification Experience: Minimum 03 (Three) Years on Installation/ Configuration and Support on Desktop Laptops, Printers, MFP troubleshooting. Knowledge of LAN & WAN Concepts. EPABX & Video Conferencing Support	Desktop, Laptop, Notebook, Printer, MFP, EPABX & Network Support

2.6 The Minimum payment to the Technical Service Personnel deployed at SECI Office by the Contractor shall confirm to the minimum wages notified by the Govt. of NCT of Delhi, **plus 25% increase in minimum wages** along with applicable PF, ESI & Bonus Components. Payment of the mentioned amount to the Technical Service Personnel should not be a constraint for the Bidder & he should be able to manage this kind of liquidity of funds, anytime during the execution of this contract.

- 2.7** The Contractor will accept Full and Exclusive Liability for all the Payments to be made by it to its Personnel in accordance with the laws of the Land including any Statutory Obligations under the Law imposed by the Central Govt./ State Govt./ Govt. of Local Bodies.
- 2.8** SECI will have no liability whatsoever concerning the Personnel deployed by the Contractor and the Contractor will keep SECI indemnified against all losses, damages or liabilities arising out of or imposed in connection with the services provided by it. No relationship of Contractor and its Employee shall be entertained between SECI and the Persons deployed by Contractor. The Contractor shall ensure that all persons deployed by them shall be efficient, skilled, honest and conversant with the nature of work as required.
- 2.9** Penalties, if any, imposed by court for legal violation including third party liabilities, if any shall be recovered from the bills submitted for payment by the contractor
- 2.10** The contractor shall comply with all acts, labour laws or other statutory rules, regulations, byelaws or which might become applicable with regard to the performance of the work included herein or touching this contract but not limited to Minimum Wages Act 1948, Contract Labour (Regulation & Abolition Act 1970, Industrial Dispute Act, 1947, P.F & Misc Provision Acts, and other applicable Acts, Rules and Regulations etc. The contractor shall keep SECI and its officials indemnified from and against all actions, claims, demands and liabilities whatsoever under and in respect of the breach of provision of any Acts, Rules and Regulations as may be applicable from time to time. Action also can be taken under section 406 of the IPC in cases where the Contractor deducts contributions from the wages of his Employees but does not pay the same to the ESIC which amounts to criminal breach of trust.
- 2.11** The Contractor can claim for the increase in minimum wages and resultant increase in PF, ESI and Bonus components etc and any other increase in relation to wages/ Taxes announced by the GNCTD/ Central Government from time to time (whichever is higher) which will be compensated by SECI only for the actual amount increased against submission of documentary evidences so as to enable the Contractor to meet the statutory obligation.
- 2.12** For any infringement of these provision, SECI shall be at liberty to rescind the contract, without any liability to any compensation whatsoever to the Contractor.
- 2.13** If SECI or its authorized officers are not satisfied with the manner or performance of the services provided by the contractor, then they will take such remedial measures as it may be called upon to do to the entire satisfaction of SECI.
- 2.14** In case of dispute the decision of the Controlling officer (Not below the rank of General Manager) will be final and binding upon the Contractor. Any dispute or differences arising out of the agreement, which cannot be amicably settled, shall be resolved by the SECI, whose decision shall be final and binding on both the parties.
- 2.15** The Contractor shall make regular and full payments of wages/ salaries and other payments to the deployed Personnel and furnish necessary proof, as and when demanded by the officer-in-charge.

- 2.16** The Contractor shall maintain all registers, returns, forms etc., required under various Acts which will be inspected by SECI as well as appropriate authorities time to time. The engagement of outsourced person shall be purely on temporary basis. The Contractor shall at all times make it absolutely clear to the staff hired by them in SECI that such deputed have no claim whatsoever for any regular employment in SECI. Any staff hired for SECI can be removed at any time by giving notice to the Contractor and he will have to provide suitable replacement acceptable to SECI within 02 (Two) working days
- 2.17** The Contractor shall ensure that only authorized employees enter the premises of SECI, with proper identity proofs wherever required.
- 2.18** No escalation will be payable on the final quoted price during the validity of the Contract (Excluding the statutory variations). The amount of statutory contributions e.g. PF, ESI & BONUS rates will be suitably computed as per prevailing rates. The Contractor has to pay to the Technical Service Personnel latest by 05th calendar date of every month and maintain necessary records prescribed in the statutes and or as directed by the officer in charge.

3. DESCRIPTION OF SERVICES AND DELIVERABLES

3.1 User Support

It will involve enabling the SECI Officers/ Staffs for optimum use of IT Infrastructure deployed at Site to achieve efficiency in their routine work. It would cover basic guidance and support for handling the IT Infrastructure which will constitute items like Desktops, Laptops, Printers, Operating Systems, Office Softwares, Internet and other such Applications installed at all specified location of SECI.

To ensure continuous availability of PCs, Servers, Printers, and other equipment included in the contract available at various locations as per the details.

- To maintain the PC's, Servers, Printers, UPS, Laptop and other Hardware Equipments
- To repair/ replace faulty components with standard spares excluding consumables – Cartridges and Toner
- Installing/ Configuring/ Trouble shooting of Operating Systems (OS), Office Automation Products (MS-office, MS Project, Auto CAD etc.), add-ons, Required Drivers, Network Communications Software etc.
- Liaisoning with Software Developers (Payroll and other customized application developed for SECI) for data backup and other support
- Arrangement for Video conference, Projector Systems for meetings in SECI office
- Service Support for all IT peripherals like Data Card, Pen Drive, External Hard Disk etc.
- Relocation of IT equipment

3.2 Help Desk Services

Log user calls and give them a call ID number and respond to the call immediately maximum within 30 (Thirty) Minutes. A Monthly report has to be submitted based on total user support

provided during preceding Calendar Month. The said report has to be submitted within 1st week of every Month.

3.3 Hardware Asset Management Service

It will cover all the IT hardware of SECI such as Servers, Network Devices, Desktops, Laptops, Printers, Scanners, other peripherals etc. covered as per Annexure A of this Tender Document. The activities will involve maintenance of hardware asset database by recording information like configuration details, serial number, asset code, warranty, AMC details and issue details etc. and regular updation of the same.

3.4 Virus Control Service

- All the Servers, Desktops, Laptops of SECI will be required to be covered.
- Use of SECI's Licensed Copies of Antivirus Software for Servers, Desktops and Laptops.
- Registering and updating the Antivirus Tool on all the Servers, Desktops and Laptops.
- Diagnosing and rectifying any virus problems that can be fixed by the Antivirus tools or OS patches.
- Make its own arrangement to get all software bug fixes, patches, upgrades from the concerned software principals. However, SECI shall provide necessary software support agreements that have provision of the same

3.5 Network, Server Application and Database Management Support

To ensure that the network is trouble free and well optimized along with liaising with the Internet Service Provider for uninterrupted Internet connectivity.

- LAN Management, Network Security Management
- Re-patching of patch cords on need basis.
- Manage effectively and efficiently the day today network operations of internal LAN
- Development and Support of Applications using PHP/ ASP.NET
- Fault Management - Diagnose active/passive network device issues and resolution thereof through concerned local vendor/ supplier.
- Performing backup operations for the servers as per the defined backup strategy, ensuring proper storage and handling of media to prevent data loss.
- Maintaining log sheets of backups taken, server backup and restore operation.
- Start up and shutdown of Database instances, Verify that Server has enough resources for acceptable performance, Periodic Report Generation on Database Health.
- Maintenance & customization (if required) of Intranet portal

3.6 IT Infrastructure Maintenance Support

- This includes upkeep & smooth operation of all IT infrastructure.
- For items out of warranty, AMC should include comprehensive onsite maintenance, service repair, rectification, replacement etc. of all the items/ hardware components/ devices listed in Annexure - A as well as any associated and related hardware equipment/ devices.
- The IT Infrastructure maintenance support will cover the Servers with Operating System,

Desktops, Laptops, Printers etc. installed at SECI. The deputed personnel will ensure backup of data in the system before attending/ rectification of fault and will be responsible for restoration of the same after rectification.

- The indicative details of the existing IT Infrastructure with SECI along with quantity and warranty expiry date is given at Annexure - A of this tender document subject to quantity variations covered under GCC Clause no. 29.
- Diagnosing the reported problem and attending to the same and coordinating with the Supplier/ OEM to resolve the issues for the items under warranty.
- Repair of the hardware, which is found to be faulty at site or at their local service center.
- Maintenance of Projectors, Video Conference system, EPBAX system along with Intercom, Digital phones and cordless phones etc.

3.7 Scheme for Provision of the Services

- a) Some of the devices are under Warranty with their respective OEMs. for these devices only Facility Management Services are to be provided at present (The details are in Annexure - A). These devices will be shifted to the FMS along-with AMC from the date next to expiry of their respective warranties. Any additional IT items purchased by SECI during the period of contract would come under the IT FMS service till the new purchased items are under OEM warranty.
- b) The IT hardware to be covered under AMC will be decided upon each quarter after a census by the FMS service providers staff on site and the SECI staff. The hardwares to be included/ removed from this list will only be done on a quarterly basis.
- c) The FMS service provider will initiate action immediately after reporting of any fault by the helpdesk. If the complaint cannot be closed in 48 Hrs. then the FMS service provider will provide a standby hardware of equivalent configuration and take the faulty hardware under repair which shall be restored after repairs.
- d) The maintenance work shall normally be carried out within SECI's office premises. However hardware can be allowed to be taken to their workshop on specific request by the FMS service provider if the same is not possible at the site. For this purpose proper gate pass will be issued to the FMS service provider.
- e) For the upkeep of IT Infrastructure under warranty, FMS service provider will make necessary arrangements/ coordination with the supplier firms.
- f) Transport Charges & Transit Insurance for transportation of the computers and accessories for repairs safely to and fro its workshop will have to be borne by the FMS service provider.
- g) All tools and kits to their staff are to be provided by the FMS service provider.
- h) Defective spare parts removed from the system will be replaced with spare parts of equivalent or better performance and on replacement the working spare parts installed in the system will become the property of SECI and the spare parts removed for repairs/ replacement shall become the property of the Contractor.
- i) Carry out remedial maintenance and assembly repair to maintain the computer systems in good health & condition. All IT hardware need to be cleaned once in a quarter as part of the maintenance activity.
- j) The FMS service provider shall keep sufficient stock of essential/ critical hardwares and spares for the computers and accessories installed at SECI. A minimum inventory of essential spares should be a Stand-by Computer, Laptop, Printer, Power Adaptor,

- Interface Card/ Cable, Hard Disk, Keyboard, Mouse etc. of equivalent configuration as per existing ones and adequate spares to maintain the required level of uptime and reliability.
- k) It is a mandatory requirement that the Technical Service Personnel should have mobile phones.
 - l) Necessary infrastructure should be available at the works/ premises of the FMS service provider to carryout repairs of defective hardware/ parts for which he must have a Workshop/ Office in NCR Region.
 - m) On expiry of the Contract, the Contractor shall hand over the system in perfect working condition to SECI, failing which Contract Performance Security shall be forfeited.

3.8 Reports for Performance Monitoring of the Service Levels

The FMS Service Provider shall furnish to SECI the following reports as per the frequency mentioned below.

- Call Analysis Report (Monthly basis)
- IT Asset Report (Quarterly basis)

3.9 Uptime Efficiency

The Contractor will maintain individual 95% uptime efficiency for individual unit as well as other IT infrastructure like Server, EPBAX, Video Conferencing System, Projectors etc. not under warranty. Records of the same should be submitted to SECI in the 1st Week of every Month for the downtimes of the last month as part of the standard periodical reports.

4. ELIGIBILITY CRITERIA

- a) This is an open tender for the eligible Comprehensive IT Facility Management Services Outsourcing Firms who fulfil eligibility criteria laid down in the tender documents. The tenders for this contract will be considered only from those Firms/ Companies who meet the requisite eligibility criteria as mentioned below under this clause no. 4 in addition to the Technical Eligibility Criteria at 4.1 and Financial Eligibility Criteria at 4.2 of Tender Document.
- b) The Bidder should be a body incorporated in India under the Companies Act, 1956 or 2013 including any amendment thereto, Government owned Enterprises, Limited Liability Partnership Firms, Partnership Firms or Proprietorship firms.
- c) The bidder must have the following quality certifications:
 - (i) ISO 9000:2005 or latest as revised by the ISO for Quality Management Standard.
 - (ii) ISO/ IEC 20000-1:2005 or ISO/ IEC 20000-1:2011 or latest as revised by the ISO for Service Management System (SMS) Standard
- d) Any kind of Technical or Financial **JV/ Consortium is not allowed** under this Tender.
- e) The offers submitted without documentary proof shall not be evaluated and will be liable for rejection without any further correspondence in any manner.

- f) Canvassing or offer of an advantage or any other inducement by any person with a view to influencing acceptance of a tender will be an offence under laws of India. Such action will result in the rejection of the tender, in addition to other punitive measures.

4.1 TECHNICAL ELIGIBILITY CRITERIA

- a) The bidder should have successfully executed contracts of similar nature in its previous 03 (Three) Years. Similar nature of work means, Providing Comprehensive IT Facility Management Services (in Maintenance of LAN, Desktops, Laptops, Switches, Routers, WAN etc.) to the Central Government/ State Government/ Autonomous Bodies/ Central PSUs/ State PSUs/ JVCs of PSUs/ Private Sector in Companies. In case the Service offered in Private Sector Companies, the Private Sector Company must have Annual Turnover of INR 1000 Crore or more.

And

- b) The bidder(s) should have successfully executed/ completed at least one single similar work order of value of **15 (Fifteen) Lacs or more** during any of the last three financial years (i.e. current financial year, up to last date of tender submission and previous three financial years) for any Central Government/ State Government/ Autonomous Bodies/ Central PSUs/ State PSUs/ JVCs of PSUs/ Private Sector in Companies.

And

- c) Is Registered with EPF, ESIC authorities

And

- d) Is a Service Tax registered entity.

- e) The bidder should have a fully functional test and repair centre in Delhi/ NCR.

- f) The bidder should have 24*7 Toll Free number for Technical Support.

- g) The bidder should be authorized Service Provider/ Back-to-Back Support of any one of OEM (HP/ IBM/ Lenovo/ DELL).

The bidder shall submit details of similar work experience in the Performa of Format VI under Section V under Forms & Formats along with documentary proof such as client's certificates clearly indicating the required details as type of IT FMS provided including list of Hardwares, Softwares and numbers of different categories of Professional Support Staff deployed, commencement and actual completion date and contract amount payable etc. In addition, they will be required to submit list showing name & address, category of Professional Support Staff supplied and ESI, PF & Service Tax challans in support of his work experience.

4.2 FINANCIAL ELIGIBILITY CRITERIA

Annual Turn Over:

The participating Bidder should have a Minimum Average Annual Turnover of **INR 20 Lacs** for the last 03 Financial years preceding the Bid Deadline. In case the audited annual accounts for the year 2016-17 are not available with the bidder, Minimum Average Annual Turnover shall be considered for the average of its last three preceding years.

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And



Net Worth for the last financial year should be positive.

Financial data for latest last three audited financial years has to be submitted by the bidder in Format VII under Section V of Forms & Formats of tender along with audited balance sheets. The financial data in the prescribed format shall be certified by Chartered Accountant with his stamp

and signature. In case audited balance sheet of the last financial year is not made available by the bidder, he has to submit an undertaking certifying that 'the balance sheet has actually not been audited so far'.

- 4.1.2** The tender submission of bidders, who do not qualify the Technical Eligibility Criteria & Financial Eligibility Criteria stipulated in the clauses 4.1 & 4.2 above, shall not be considered for further evaluation and therefore would be rejected. The mere fact that the bidder is qualified as mentioned in clause 4.1 & 4.2 shall not imply that his bid shall automatically be accepted. The same should contain all technical data as required for consideration of tender as prescribed.
- 4.1.3** Certificates of Service Tax Registration, Income Tax Registration, GST Registration, PAN Card, DVAT Registration Certificate to be submitted.
- 4.1.4** Each bidder will be required to confirm and declare in the Tender (Formats attached under Section V) submittal that: -
- (i) They have not been blacklisted or deregistered by any Central/ State Government Department or Public Sector Undertaking or Private Sector Company.
 - (ii) Also, that none of their work was rescinded by the client after award of contract during the last 03 (Three) Years.
- 4.1.5** The bidder shall submit a written Power of Attorney authorizing the signatory(ies) of the Tender to commit the bidder along with Board Resolution confirming authority on the persons issuing the Power of Attorney for such actions. (Formats attached under Section V).
- 4.1.6** Non- compliance of any of the above conditions will result in Technical disqualification of the party. Financial bid of the technically disqualified party(s) will not be considered.

5 OTHERS DETAILS

- 5.1 The Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria as indicated in Section II to the satisfaction of SECI
- 5.2 Strict adherence to the formats wherever specified, is required. Wherever, information has been sought in specified formats, the Bidder shall refrain from referring to brochures/ pamphlets. Non-adherence to formats and/ or submission of incomplete information may be a ground for declaring the Bid as non-responsive. Each format has to be duly signed and stamped by the authorized signatory of the Bidder.
- 5.3 Late bids (Tender Processing Fee and EMD received after end date and time of submission of tender) shall not be accepted under any circumstances
- 5.4 SECI takes no responsibility for delay, loss, or non-receipt of the Tender Processing Fee and EMD sent by Post/ Courier.
- 5.5 SECI reserves the right to accept or reject any or all proposals without assigning any reasons. No bidder shall have any cause of action or claim against the SECI for rejection of his proposal
- 5.6 SECI shall award work after evaluation looking into feasibility, capacity and competency of the bidder.

SECTION III

GENERAL CONDITIONS OF CONTRACT (GCC) AND INSTRUCTIONS TO BIDDERS (ITB)

GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

- 1.1 In this **TENDER** (as here-in-after defined) the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise required.
- 1.1.1 **ARBITRATOR** means the person or persons appointed by agreement between the owner and the Contractor to make a decision on or to settle any dispute or difference between the owner and the Contractor referred to him or her by the parties.
- 1.1.2 **BID** means the Techno Commercial and Price Bid submitted by the Bidder along with all documents/ credentials/ attachments/ annexure etc., in response to the Tender, in accordance with the terms and conditions hereof.
- 1.1.3 **BIDDER** means Bidding Company/ Expert submitting the Bid. Any reference to the Bidder includes Bidding Company/ Experts including its successors, executors and permitted assigns as the context may require.
- 1.1.4 **CHARTERED ACCOUNTANT** means a person practicing in India or a firm whereof all the partners practicing in India as a Chartered Accountant(s) within the meaning of the Chartered Accountants Act, 1949.
- 1.1.5 **COMPANY** means a body incorporated in India under the Companies Act, 1956 or Companies Act, 2013 including any amendment thereto.
- 1.1.6 **CONTRACT** shall mean the Agreement between the Owner and the Contractor for the execution of the works including therein all contract documents.
- 1.1.7 **CONTRACTOR/ SUCCESSFUL BIDDER** means the person or the persons, firm or Company or corporation whose tender has been accepted by the Owner and includes the Contractor's legal representatives his/ her successors and permitted assigns.
- 1.1.8 **CONTROLLING OFFICER** means the authorized Controlling Person/body of the contract from Human Resource P&A Department of designation not below the rank of General manager or as suitably appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Owner
- 1.1.9 **DAY** means a day of 24 hours from midnight to midnight irrespective of the number of hours worked in that day.
- 1.1.10 **EARNEST MONEY DEPOSIT (EMD)** means the unconditional and irrevocable Tender Security in the form of Demand Draft/ Banker's Cheque/ Bank Guarantee to be submitted along with the Bid by the Bidder as prescribed in the Tender.
- 1.1.11 **ENGINEER/ ENGINEER-IN-CHARGE** shall mean the person designated from time to time by Solar Energy Corporation of India Limited/ Owner and shall include those who are expressly authorized by him to act for and on his behalf for operation of this Contract.

- 1.1.12 **EFFECTIVE DATE** means the date of issuance of Notification of Award/ Letter of Allocation from which the Time for Completion shall be determined.
- 1.1.13 **NOTIFICATION OF AWARD (NOA)** means the official notice issued vide Letter/ E-mail by the owner notifying the Contractor that his bid has been accepted.
- 1.1.14 **OFFICER IN CHARGE** means the authorized representative appointed by Solar Energy Corporation of India Limited to perform the duties delegated by the Owner.
- 1.1.15 **OWNER** means here in the context of this Tender Document as Solar Energy Corporation of India Limited, New Delhi shall include the legal successors or permitted assigns of the Owner.
- 1.1.16 **SECI** means Solar Energy Corporation of India Limited, New Delhi (A Government of India Enterprise) under MNRE.
- 1.1.17 **SITE** means the land and other places upon which the Facilities are to be installed, and such other land or places as may be specified in the Contract as forming part of the Site.
- 1.1.18 **TENDER** means the process whereby Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.
- 1.1.19 **TOTAL CONTRACT VALUE** means the summarized value of the entire work to be executed by the executing agency/ contractor as per Scope of Work including all statutory taxes, duties and levies.
- 1.1.20 **WEEK** means a period of any consecutive seven days.
- 1.1.21 **WORKING DAY** means any day which is not declared to be holiday or rest day by the Owner.

INTERPRETATIONS

1. Words comprising the singular shall include the plural & vice versa
2. An applicable law shall be construed as reference to such applicable law including its amendments or re-enactments from time to time.
3. A time of day shall save as otherwise provided in any agreement or document be construed as a reference to Indian Standard Time.
4. Different parts of this contract are to be taken as mutually explanatory and supplementary to each other and if there is any differentiation between or among the parts of this contract, they shall be interpreted in a harmonious manner so as to give effect to each part.
5. The table of contents and any headings or sub headings in the contract has been inserted for case of reference only & shall not affect the interpretation of this agreement

2. SERVICE POINTS & TIMINGS

The contractor shall be required to provide IT Facility Management Services including deployment of Technical Service Personnel at the Registered Office Address of Solar Energy Corporation of India Limited at the earliest.

3. CONTRACTOR'S TAX LIABILITY

Contractor is liable to pay all taxes, duties, royalties, statutory minimum payments/ contributions to be paid to and/ or on behalf of the Technical Service Personnel deployed by the Contractor, overheads etc. **except Service Tax/ GST** which shall be reimbursed by SECI on actual against documentary proof based on tax invoices raised by the tenderer. In case of any variation (positive/ negative) in existing rates of taxes/ duties/ levies or a new tax/ duty/ levy is introduced or any existing tax/ duty/ levy is abolished or any change in application of any Tax in the course of the performance of this Contract, which will/ may impact the overall pricing in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to factor any such change by addition to the Contract Price or deduction therefrom, as the case may be. All these adjustments would be carried out by considering the base price of taxes equivalent to the amount mentioned under taxes and duties.

Contractor shall mandatorily obtain registration under GST Law at Central Level and/ or in respective State as may be required by the Employer (Solar Energy Corporation of India Ltd.). Further, Contractor shall be bound to file specified returns under GST Law prior to the due date and ensure compliance with the statutory requirements of the Law within specified timelines.

Incase Contractor does not comply with all the statutory requirements under GST, Employer (Solar Energy Corporation of India Ltd.) shall not be responsible for any delay in release of any due payment to the Contractor.

4. DUTY HOURS

The duty hours of the staff deployed will be 8 hrs per day on all official working days of SECI. Working hours will be between 09.30 AM to 06.00 PM including 30 (Thirty) Minutes lunch break. However, the duty of the deployed staff will commence from such time as may be directed by Officer-In-Charge. The personnel may be called on and after beyond working/ office hours as required by Officer-In-Charge.

5. CONTRACTOR'S LIABILITY TOWARDS INDEMNITY

- 5.1** The Contractor shall indemnify and hold harmless SECI including its Directors & Employees against any claims, demands, losses, damages, penalties, any claim under the payment of Wages Act, 1936, and/ or the Minimum Wages Act, 1948 or any statutory obligation arising out of any other Act or Acts or on behalf of any person employed by him.
- 5.2** The Contractor shall also indemnify SECI and every member, officer and employees of the Company against all actions, proceedings, claims, cost and expenses whatsoever in respect of or arising out of any failure by the Contractor or arising from any breach or non- compliance whatsoever by the Contractor or any of the persons deployed by it in the performance of the obligations under this contract.

6. CONTRACT PERIOD

The period of Contract shall be **02 (Two) years** from the date of Notification of Award (NOA). SECI may extend the contract beyond the original period for 01 (One) more year based on its the sole discretion subject to the satisfactory performance of the contractor. The Zero date shall commence from the date of issuance of NOA by SECI.

7. CONTRACTOR'S LIABILITY

- 7.1** The contractor shall maintain adequate Spares and Professional Support Staff as per requirement. The contractor shall provide the required personnel for a shorter period also, in case of any exigencies as per the requirement of the SECI office.
- 7.2** Contractor shall, on award of the contract, furnish the list containing names and address of the Professional Support Staff which he proposes to deploy with SECI.
- 7.3** Contractor shall, on day to day basis, find out whether the deployment is full and in case of absentees he shall make replacement immediately. The payment in respect of the overlapping period of replacement/ substitute shall be the responsibility of the Contractor.

8. TERMINATION OF CONTRACT

- 8.1** If it is found that the quality of works carried by the contractor and/ or the services rendered are unsatisfactory or that the contractor has violated any terms and conditions of the contract and/ or agreement, then in that event, SECI will be entitled to terminate this contract at any time without assigning any reasons whatsoever.
- 8.2** If at any stage during the period of the contract any case involving moral turpitude is instituted in a Court of Law against the contractor or his employees. The Corporation reserves the exclusive and special right to the outright termination of the contract and the contractor shall not be entitled to any compensation from the company whatsoever.
- 8.3** SECI, by written notice to the Contractor, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for SECI's convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.
- 8.4** SECI may at any time terminate the Contract by giving written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this case, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SECI.

9. APPLICABLE LAW

The Contract shall be interpreted in accordance with the laws of the Union of India. **Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender related to all Legal/ Arbitration matters.**

10. SETTLEMENT OF DISPUTES

All disputes and differences of any kind whatsoever arising out of or in connection with the contract, whether during the progress of the works or after their completion and whether before or after the

determination of the contract shall be referred by the Contractor to the owner and the owner shall within a reasonable time after their presentation made and notify decisions thereon in writing. The decisions, directions, classification, measurements, drawings and certificates with respect to any matter the decision of which is specially provided for by these or other special conditions, given and made by the owner or by the Controlling Officer/ Officer-in-charge on behalf of the owner, are matters which are referred to hereinafter as accepted matters and shall be final and binding upon the

Contractor and shall not be set aside on account of any infirmity, omission, delay or error in proceedings, in or about the same or any other ground or for any other reasons and shall be without appeal.

In the event of any dispute or difference between the parties hereto as to the operation of this contract or the respective rights and liabilities of the parties on any matter in question, dispute or difference on any account, or as to the withholding by SECI of any certificate to which the Contractor may claim to be entitled to or if the owner fails to make a decision within a reasonable time, then and in any such case, the Contractor after 30 (Thirty) days of presenting his final claim on disputed matter may demand in writing that the dispute or differences be referred to arbitration. Such demand for arbitration shall specify the matters which are in question, dispute or differences and only such disputes or differences of which the demand has been made and no other, shall be referred to arbitration. Obligations during pendency of arbitration work under the contract, shall unless otherwise directed by the owner/ Engineer, continue during the arbitration proceedings and no payment due or payable by the owner shall unless withheld on account of such proceeding, provided however, it shall be open for the arbitrator or arbitrators to consider and decide whether or not such work should continue during arbitration proceedings.

11. ARBITRATION

Matters in question, dispute or differences to be arbitrated upon shall be referred to for decision to a sole arbitrator who shall be nominated person appointed by Management of SECI, whose decision shall be final and binding on the Contractor. The work shall be continued as per programme during the pendency of arbitration.

12. AMENDMENT TO TENDER DOCUMENTS

- 12.1** At any time prior to the deadline for the submission of tenders, the Controlling officer (Not below the rank of General Manager) may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective tenderer, modify the tender documents by an amendment. A prospective bidder requiring any clarification of the tender documents may send their queries on E-mail/Letters not later than the date of seeking clarifications given NIT.
- 12.2** Without prejudice to the order of preference, the provisions in such addenda shall take priority over the Invitation to Tender and Tender Documents issued previously. Tenderers should download such addenda and consider them in the tender submittal.
- 12.3** In order to afford prospective tenderers reasonable time for preparing their tenders after taking into account such amendments, the Controlling Officer or the owner may, at his discretion, extend the deadline for the submission of tenders.

13. TENDER/ BID VALIDITY

The Tender shall be valid for a period of 180 days (both days inclusive i.e. the date of submission of tenders and the last date of period of validity of the tender) from the last due Date of Submission of Tenders. In exceptional circumstances, prior to expiry of the original tender validity period, the owner may request that the Tenderers extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing or by facsimile. A Bidder may refuse the

request without forfeiting his EMD. A Bidder agreeing to the request will not be required or permitted to modify his bid, but will be required to extend the validity of his EMD for the period of the extension.

14. EARNEST MONEY DEPOSIT (EMD)

14.1 The bidder shall be required to submit a sum as specified in the **Bid Information Sheet** as Earnest Money Deposit, for keeping the offer open till such date as might be specified in the tender. Bids not accompanied with requisite amount and validity of Earnest Money Deposit as provided in the **Bid Information Sheet** shall be summarily rejected. The Earnest Money Deposit must be having a validity of 180 days from the last Due date of Bid submission.

14.2 It shall be understood that the Tender Document has been issued to the bidder and the bidder is permitted to bid in considerations of the stipulation on his/ her part, that after submitting his/ her bid, he/ she will not withdraw from his offer or modify the terms and conditions thereof in a manner not acceptable to SECI.

14.3 If the bidder fails to observe or comply with the said stipulation, the EMD amount shall be liable to be forfeited.

14.4 The EMD of the successful bidder will be returned after submission of Contract Performance Security as defined in this Tender Document and obtaining confirmation.

14.5 The EMD of the unsuccessful bidders shall be returned to them within 30 (Thirty) Days of issue of NOA to the successful bidder. However, no interest will be payable thereon.

14.6 In case it is found that, the bidder(s) has furnished misleading/ wrong or fraudulent information/ documents or information furnished by them is not found to be true, the Earnest Money of the bidder(s) will be forfeited.

14.7 In case the bidder withdraws the bid after bid opening, then the EMD of the respective bidder shall be forfeited.

14.8 In case the bidder withdraws or varies the bid any stage before award of the contract, then the EMD of the respective bidder shall be forfeited

15. CONTRACT PERFORMANCE SECURITY

15.1 Against this contract, within 30 (Thirty) days from the issuance of the Notification of Award (NOA) from SECI, the successful bidder shall furnish an unconditional and irrevocable Contract Performance Security. The Contract Performance Security shall be in the form of either Banker's Cheque or Demand Draft or Bank Guarantee and shall be in the currency of the Contract. The value of the Performance Security shall be **10% of the total contract value**, BG validity of which should remain up

to 90 days beyond the Contractual Period/ Defect Liability Period as defined in the Tender Document. The Contract Performance Security shall be towards faithful performance of the contractual obligations and performance of equipment.

- 15.2** Bank Guarantee towards Performance Security shall be from any Indian scheduled Bank as given in Format XI or a branch of an International Bank situated in India and registered with Reserve Bank of India as scheduled foreign bank in case of Indian bidder. However, in case of Bank Guarantees from Banks other than the Mentioned Nationalized Indian banks, the Bank must be a commercial Bank having net worth in excess of INR 100 Crores and a declaration to this effect should be made by such commercial bank either in the Bank Guarantee itself or separately on its letterhead.

This Bank Guarantee shall be valid for a period of 90 days beyond the Contractual Period/ Defect Liability Period as defined in the Tender Document.

- 15.3** The Contract Performance Security may also be submitted in the form of 'crossed payee accounts only' Demand Draft/ Banker's Cheque in favour of **"Solar Energy Corporation of India Limited, New Delhi"** payable at New Delhi, India.

- 15.4** Failure of the successful bidder to comply with the requirements of this article shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.

- 15.5** The Contract Performance Security has to cover the entire contract value including extra works/ services also. As long as the Performance Security submitted at the time of award takes care the extra works/ services executed and total executed value are within the awarded contract price, there is no need for additional Contract Performance Security. As soon as the total executed value is likely to burst the ceiling of awarded contract price, the contractor should furnish additional Contract Performance Security within 21 (Twenty One) days from the date of issuance of such award against additional/ extra work.

- 15.6** Further, any delay beyond 30 days shall attract interest @ 1.25% per month on the total Performance Security amount, calculated on pro-rata basis accordingly. SECI at its sole discretion may cancel the work & forfeit 100% of EMD, in case Contract Performance Security is not submitted within 60 (Sixty) days from issuance of NOA. However, total project completion period shall remain same. Part Security shall not be accepted.

- 15.7** The Contract Performance Security shall be forfeited by SECI in the event of Contractor's failure to complete its obligations under the Contract or breach of any of the Contract Conditions. This may be in addition to the application of Penalties which SECI may recover.

- 15.8** The Contract Performance Security shall be released within 60 (Sixty) days from the date of expiry of Contract.

16. PAYMENT TERMS

- 16.1** The payment shall be made by SECI at the end of every month's billing period within 30 (Thirty) days of bills submission based on the documentary proof jointly signed by the Controlling Officer or his representative/ personnel authorized by him. The same shall be verified and certified by the deputed Officer in Charge/ Project Manager. No other claim on whatsoever account shall be entertained by SECI. The payments made by SECI shall, however, be subject to necessary deductions on account of penalty imposed by SECI, if any, on the contractor, TDS, Service Tax/ GST under reverse charge as applicable, etc.

- 16.2** The contractor shall arrange to submit the monthly bills to SECI within 15 days from the close of billing period and with the monthly bills the contractor shall be required to submit the following:
- The Contractor shall make all payments including wages to its personnel on or before 5th of every month through NEFT/ RTGS. After making the payment, the Contractor shall raise the bill/ claim to SECI for payment/ reimbursement of such amount along with proof of payment.
 - Details of deployment, shall be duly verified by executive concerned and forwarded by Officer in Charge/ Project Manager. Further a summary of the bill shall be attached.
 - Invoice, duly taking into account deployment as prescribed.
 - Bank Transfer details to corroborate the payment.
 - Copy of previous month's contract specific EPF Challan.
 - Copy of previous month's contract specific ESI Challan.
 - Details of Bonus paid to all terminated/ resigned, employee wise, of the previous month, if any.
 - Necessary undertakings, if applicable.
 - Monthly Call Analysis Report, IT Asset Report (Quarterly) and Efficiency Record
 - Any other supporting document as demanded by SECI for the Contractor's payment purposes.

17. PENALTY CLAUSE

- a) Failure to maintain SLA with uptime at 95% per month, at the sole description of SECI, Penalty may be imposed & recovered from the Contractor, if required. Details of deficiencies are given as under

S. No	Offence	Penalty (with or without warning) applicable on monthly basis
1	Single User Unit (Desktop, Printer, Scanner, Intercom/ Digital Phone/ Cordless etc.)	INR 250/- per Unit
2	Multi User System (Server, Firewall, Network Switch, EPBAX, Video Conference System, Projector, Network Printers etc.)	Rs.2500/- per System

- b) The above indicated penalties shall be doubled, if the uptime is less than or equal to 90% per Month.
- c) If there is continuous failure to maintain the uptime below 90% for total 03 (Three) Months, then SECI reserves the right to withhold the payment and also cancel the contract. However, delay on account of supplier/ OEM for items under warranty, penalty clause as mentioned above in section 17. a), b), c) may not be applicable.
- d) The deduction from the payment shall be done after deduction of respective Man power cost on pro-rata basis for the days/ half day's absence of the personnel. The technical person is considered to be absent for half day/ full day as described in Clause no. 2.4 of Section II.
- e) If Monthly Call Analysis Report is not submitted in the 1st Week of the next month there will be penalty @ INR 200/- for every delayed week.
- f) If Quarterly IT Asset Report is not submitted in the 1st Week of the next quarter, there will be penalty @ INR 500/- for every delayed week.

18. STRUCTURING OF BID SELECTION PROECSS

A Single Stage Two Envelop Bid System has been envisaged under this Tender Document i.e. Bidders have to submit both Techno-commercial bid and Financial bid together in response to this Tender Document in separate sealed envelopes. Bids not accompanied with requisite EMD and Tender Processing Fee will be summarily rejected. In the first stage, Techno-commercial bids shall be evaluated as per Minimum Eligibility Criteria and acceptability of technical specification IT FMS Agencies separately and the list of short listed Bidders shall be intimated. In the second stage,

Financial bids submitted by the short-listed Bidders shall be evaluated in which the Lowest (L1) Bid for the complete scope of Work will be considered as successful bidder. L1 Price bid would be ascertained considering all applicable exemptions & Cenvatable components of Service Tax etc, if applicable,

19. FINANCIAL BIDS

- i) The prices quoted in the financial bid should be without any conditions.
- ii) The price bid must be filled in completely, without any error, erasures or alterations as per the specified format given in Format.
- iii) The prices should be mentioned in **Indian Rupees only** in clearly readable format without any overwriting.
- iv) The Financial bid shall be on a fixed price basis and, no price variation on any account shall be considered.
- v) Price quotation accompanied by vague and conditional expression such as “subject to immediate acceptance”, “subject to confirmation before sales” etc. will be treated as being at variance and shall be liable for rejection.
- vi) The envelop consisting of Financial Offer shall be marked as “**Envelope II - Financial Bid**”
- vii) Prices quoted shall be FIRM for the entire period of Contract.
- viii) It is the responsibility of the Bidder to clearly identify all costs associated with any item or series of items in this Tender Document and submit the total cost in the financial bid.
- ix) The financial bid should include incidental charges and customization charges if any.
- x) The bidder shall ensure that there is no discrepancy in the rates mentioned in figures and words. In case of any discrepancy, the unit rate mentioned in the words shall be taken as final and binding.
- xi) In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
- xii) The bidder must fill and submit the rates as per instructions given above. If the bidder does not quote a price/ rate for any item in the Form of Bid, his tender may be summarily rejected.
- xiii) If there is a discrepancy in the Unit Rate mentioned against each individual item & the total price, then the unit rate for the items individually will be taken as final & binding.

20. DEVIATIONS

The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original tender documents. If the bidder has any observations, the same may be indicated in his forwarding letter along with the bid. Bidders are advised not to make any corrections, additions or alterations in the original tender documents. If this condition is not complied with, tender is liable to be rejected.

21. WITHDRAWAL OF BIDS

No Tender can be withdrawn after bid opening and during tender validity period. Submission of a tender by a bidder implies that he had read all the tender documents including amendments if any, visited the

site and has made himself aware of the scope and specifications of the job to be done, local conditions and other factors having any bearing on the required job.

22. CLARIFICATIONS OF THE BIDS

To assist the examination, evaluation and comparison of the tenders, SECI may at his discretion ask the bidders for any clarifications as considered essential. All such correspondence shall be in writing and no change in price or substance of the tender shall be either sought or permitted. Above clarification and their response shall form part of the tender and shall be binding on the bidder.

23. CANVASSING

No bidder is permitted to canvass to SECI on any matter relating to this tender. Any bidder found doing so may be disqualified and his bid may be rejected.

24. RIGHT OF ACCEPTANCE/ REJECTION OF BIDS

SECI reserves the right to accept, split, divide, cancel or reject any bid or to annul and reject all bids at any time prior to the award of the contract without incurring any liability to the affected bidders or any obligation to inform affected bidder, the grounds of such action. If the bidder, as individual or as a partner of partnership firm, expires after the submission of his bid but before award of services, the SECI shall deem such bid as invalid.

25. AWARD OF CONTRACT

SECI shall issue **Notification of Award (NOA)** in duplicate to the successful bidder in writing by a Registered Letter/ Courier/ Speed Post or per bearer. Duly signed and stamped duplicate copy of NOA has to be returned by the selected bidder within 15 (Fifteen) days of receipt of NOA as a token of acknowledgement of the contract. Issuance of NOA against an offer made shall constitute a legal and binding contract between SECI and the selected bidder. Successful bidder is required to submit Contract Performance Security as per the format and timeline defined in this Tender Document. Duly signed and stamped Contract Agreement (CA) on non-judicial stamp paper of requisite value has to be signed with SECI within 30 (Thirty) days of issuance of NOA. In case of non-response by the successful bidders against the NOA, SECI may take appropriate actions for the successful execution of the subject Tender

26. METHOD OF BID SUBMISSION

The Techno Commercial & Price Bids in response to this Tender Document shall be submitted by the Bidder in the manner as provided below.

(A) ENVELOPE- I

DOCUMENTS LISTED BELOW & TECHNO-COMMERCIAL DOCUMENTS AS PER CLAUSE 4.1 ARE TO BE SUBMITTED IN OFF-LINE MODE AS HARD COPIES ONLY

The Bidder shall submit Techno Commercial Proposal as per the Eligibility documents asked in the Tender Document. Envelope shall be super scribed as **“Techno Commercial Documents for Comprehensive IT Facility Management Services at Solar Energy Corporation of India Limited, New Delhi”** comprising of following Documents

Notice inviting Tender for engaging Agency for Comprehensive IT Facility Management Services



- i. Tender Processing Fee as prescribed in the Tender Document
- ii. Covering Letter as per Format I.
- iii. General particulars of the Bidder as per the Format II
- iv. Earnest Money Deposit as prescribed in the Tender Document
- v. Experience Details as per Format VI
- vi. Contractual Turnover of last 03 years as per Format VII
- vii. No Deviation Confirmation as per Format VIII
- viii. E Banking Mandate Form as per Format IX
- ix. Power of Attorney as per Format X along with board resolution for such authorization
- x. Declaration of the Relationship as per Format XII
- xi. All Document in support of meeting Eligibility Criteria as given in Clause 4.1 in the Tender Document
- xii. Signed and stamped (Only First & Last Page) Copy of Tender Document Documents including amendments & clarifications by Authorised signatory.
- xiii. Copy of the certificate of registration with PF and ESI authorities
- xiv. Service Tax Registration Certificate & GSTN including Provisional ID **(MANDATORY)**
- xv. Copy of registration under EPFO.
- xvi. Copy of registration under ESI.
- xvii. Copy of PAN Card
- xviii. An undertaking that the agency has not been blacklisted by any Government Department/Autonomous bodies or any of its branch as on the date of submission of the bid.

(B) ENVELOPE II

PRICE BID(S) QUOTING OFFERED PRICES AS PER THE FINANACIAL PROPOSAL FORMAT V OF SECTION V UNDER FORMS & FORMATS ARE TO BE SUBMITTED IN OFF-LINE MODE ONLY AS HARD COPIES

The Bidder shall submit Price Bids in the given Format only. Envelope shall be super scribed as “**Price Bid for Comprehensive IT Facility Management Services at Solar Energy Corporation of India Limited, New Delhi**”

The Sealed Techno-commercial Envelope and Financial Envelope shall be placed in a Bigger Single Envelope which shall have the Sticker details as mentioned under clause no 28 & will be sent as per the provision mentioned under clause no 27 below.

27. TECHNO COMMERCIAL & PRICE BIDS PROPOSAL DUE DATE

The Bidder should submit the Techno Commercial & Price Bid Proposals in offline Mode only in Hard Copies so as to reach the address indicated below by 18:00 HRS (IST) on or before 05/06/2017 in the name of

Sh. Manas Ranjan Mishra
Manager (C&P)

Solar Energy Corporation of India Limited
D - 3, 1st Floor, Wing - A, Religare Building
District Centre, Saket, New Delhi - 110 017
Telephone: 011 71989290, Extension 294
E mail: contracts@seci.co.in

28. STICKER FOR THE BID ENVELOPE

The Sealed Techno-commercial Envelope and Financial Envelope shall be placed in a Bigger Single Envelope which shall have the following Sticker details:

<i>Response to Tender Document for “the Comprehensive IT Facility Management Services at SECI”</i>	
Tender Document No.	SECI/C&P/ITFMS/052017/01
Due Date of Submission	05.06.2017 18:00 HRS
Do Not Open Prior to	06.06.2017 10:30 HRS
Bids Submitted by	(Enter Full name and address of the Bidder)
Authorized Signatory	(Signature of the Authorized Signatory) (Name of the Authorized Signatory) (Stamp of the Bidder)
Bid Submitted to	SOLAR ENERGY CORPORATION OF INDIA LIMITED, D-3, 1 st Floor, Wing A, Religare Building, District Centre, Saket, New Delhi - 110 017 Tel: 011 - 71989294

Important Note: The Bidders shall not deviate from the naming and the numbering formats mentioned above, in any manner.

29. QUANTITY VARIATION

The indicative details of the existing IT Infrastructure with SECI along with quantity and warranty expiry date is given at Annexure - A of this tender document. Quantity variation of +/- 20% shall be considered without change in total price of the contract.

30. ZERO DEVIATION

This is a ZERO Deviation Process. Bidder is to ensure compliance of all provisions of the Tender Document and submit their Techno Commercial/ Price Proposal accordingly. Tenders with any deviation to the bid conditions shall be liable for rejection.

31. DEFAULT IN CONTRACTUAL OBLIGATION

31.1 In case of any default or delay in performing any of the contract obligation, SECI reserves the right to forfeit the Performance Security/ Recover the actual damages/ loss from the Contractor but in any case, total liability of the Contractor under this contract shall not exceed total contract value/ price.

31.2 In addition to above clause, SECI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the Contract in whole or part as following.

31.2.1 if the Contractor fails to deliver any or all of the Work as required by SECI.

31.2.2 if the Contractor fails to perform any other obligation(s)/ duties under the Contract.

31.2.3 If the Contractor, in the judgment of SECI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

32. KEY ASSUMPTIONS AND EXCLUSIONS

The services offered are dependent on the following assumptions:

- a) The entire proposal is based on the inputs provided by SECI and can be reworked/ updated at the time of finalization.
- b) The deployed team would be responsible to log service calls and to resolve services related calls.
- c) To ensure the up keeping of Server Room and Hub Room.
- d) The deliverable report shall be either on paper or via email as convenient. Either review or time stamped messages shall authenticate validity.
- e) The deployed team shall escalate the problems to the Supplier/ OEM on best effort basis to resolve the problem.
- f) The deployed team shall notify to the SECI IT authorities in case of noncompliance in service levels by any Supplier.
- g) Seating arrangement, Desktop, Telephone and Internet access to the deputed personnel shall be provided by SECI.

33. PENALTY

In case of any default or delay in performing any of the regulatory/ open-access obligation, SECI reserves the right to recover the same from the Contractor subject to the maximum of 10% of the total contract price.

34. FORCE MAJEURE

In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed by them under the Contract the relative obligation of the party affected by such Force Majeures shall upon notification to the other party be suspended for the period during which Force Majeures event lasts. The cost and loss sustained by the either party shall be borne by

Notice inviting Tender for engaging Agency for Comprehensive IT Facility Management Services



the respective parties. The term "Force Majeures" as employed herein shall mean acts of God, earthquake, war (declared or undeclared), revolts, riots, fires, floods, rebellions, explosions, hurricane, sabotage, civil commotions and acts and regulations of respective Government of the two parties, namely the SECI and the Contractor. Upon the occurrence of such cause(s) and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing immediately but not later than 48 (Forty-Eight) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Time for performance of the relative obligation suspended by the Force Majeures shall then stand extended by the period for which such cause lasts. If deliveries of bought out items and/ or works to be executed by the Contractor are suspended by Force Majeure conditions lasting for more than 06 (Six) Months, SECI shall have the option to terminate the Contract or re-look into the Contract provisions at its sole discretion.

35. CORRESPONDENCE

Bidder requiring any Techno-Commercial clarification of the bid documents may contact in writing by Fax/ E Mail.

Name	Contact Number	Email id
Sh. Sanjay Sharma	011-71989256	contracts@seci.co.in
Sh. Kuber Malhotra	011-71989213	kmalhotra@seci.co.in
Sh. Deepak Mittal	011-71989258	deepak.mittal@seci.co.in
Sh. Manas Ranjan Mishra	011-71989294	contracts@seci.co.in

Verbal clarifications and information given by the SECI or its employees or its Representatives shall not be in any way entertained.

SECTION IV

EVALUATION CRITERIA

1. EVALUATION OF BIDS

- 1.1 **General Evaluation:** First of all, it will be determined whether each bid is accompanied with the requisite EMD & tender Processing Fess i.e. the required amount and in an acceptable form. Tenders not accompanied with the requisite EMD & Tender Processing Fees shall be rejected and may not be evaluated further. Other aspects of general evaluation will be done as per **clause No. 4.1 & 4.2 of Section-II of Tender Documents**
- 1.2 **Evaluation of minimum eligibility criteria-** This evaluation will be done to check if the bidder qualifies the minimum eligibility criteria of “**work experience**” & “**Financial standing**” as laid down in Clause No. 4.1 and 4.2 of Section-II of Tender Documents. Bidders, which do not qualify in any of the minimum eligibility criteria or bid criteria, shall not be considered for further evaluation and shall be rejected.
- 1.3 **Evaluation of Responsiveness-** SECI will determine whether each bidder is substantially responsive to the requirements of the Tender Documents i.e. it conforms to all terms, conditions and specifications of the tender document. In case of any inconformity or query, SECI may seek clarifications so as to get the genuine queries addressed & resolved. However, even after the clarifications sought, if inconformity persists then the Bids will be liable to be rejected.
- 1.4 **Evaluation of the Financial Bids:** The evaluation of financial proposals by the owner will take into account, in addition to the tender amounts, the following factors:
- Lowest Bidder (L1) of the Price offered as per Format V under Section V of Forms & Formats**
 - Price offered by the Lowest Bidder (L1) mentioned above shall be evaluated exclusive of the Service Tax**
 - Offers, deviations and other factors, which are in excess of the requirements of the tender documents shall not be taken into account in tender evaluation.
 - Any alteration in BOQ will not be given any cognizance.

2. AWARD OF CONTRACT

- 2.1 **SECI will award the contract of “Comprehensive IT Facility Management Services” to the Lowest Bidder (L1) of the Price offered as per Format V under Section V of Forms & Formats** to the Contractor/ Bidder whom has been determined to be substantially responsive, technically & commercially suitable, complete & in accordance with the tender document.
- 2.2 In case of a tie, when the evaluated Financial offers of two or more Technically qualified bidders are same and Lowest (i.e. L-1), then the Bidder having higher MAAT will be recommended for the Notification of Award (NOA).

- 2.3 SECI will notify the successful bidder in writing, through NOA (Notification of Award), that his bid has been accepted. The issue of the NOA shall constitute the formation of the contract, and the bidder shall commence the work and commence the services immediately thereafter.
- 2.4 The Letter of NOA would be sent in duplicate to the successful bidder who will return one copy to SECI duly acknowledged, signed and stamped by the authorized signatory of the bidder, as an unconditional acceptance of the NOA, within 15 (Fifteen) Days from the date of issue of NOA. The date of commencement of services will be notified to the successful bidder in the NOA issued
- 2.5 No correspondence will be entertained by SECI from the unsuccessful bidders.
- 2.6 Upon Letter of Acceptance being signed and returned by the successful bidder SECI will promptly notify the unsuccessful bidders and would start the process of discharge/ return of their EMDs.

SECTION V

FORMS & FORMATS

COVERING LETTER

(The Covering Letter should be submitted on the Letter Head of the Bidding Company)

Reference No: _____ Date: _____

From: _____ (Insert name and address of Bidding Company)

Tel. #:

Fax #:

E-mail address#

To

**Solar Energy Corporation of India Limited
D - 3, 1st Floor, Wing - A, Religare Building,
District Centre, Saket, New Delhi - 110 017**

Sub: Bid for Comprehensive IT Facility Management Services at SECI as per Tender Document Number **"SECI/C&P/ITFMS/052017/01"**.

Dear Sir/ Madam,

1. We, the undersigned.... [insert name of the 'Bidder'] having read, examined and understood in detail the tender Document for "Comprehensive IT Facility Management Services at SECI" hereby submit our Bid comprising of Techno Commercial Bid and Price Bid. We confirm that neither we nor any of our Parent Company/ Affiliate / Ultimate Parent Company has submitted Bid other than this Bid directly or indirectly in response to the aforesaid tender.
2. We give our unconditional acceptance to the Tender Document, dated [Insert date in dd/mm/yyyy], issued by SECI. In token of our acceptance to the Tender Document, the first and last pages have been initialled by us and enclosed with the response to Tender Document.
3. We have enclosed a Tender Processing Fees of INR 1,500/- (Indian Rupees One Thousand Five Hundred Only) plus Service Tax @ 15% / GST (if Applicable), in the form of Demand Draft/ Banker's Cheque no..... (Insert reference of the DD/ Banker's Cheque) dated..... (Insert date of DD/ Banker's Cheque) from (Insert name of Bank providing DD/ Banker's Cheque) and valid up to and including in line with Bid Information Sheet, Section - I of this tender.
4. We have enclosed an Earnest Money Deposit of INR 30,500/- (Indian Rupees Thirty Thousand Five Hundred Only), in the form of Demand Draft/ Banker's Cheque/ Bank Guarantee no..... (Insert reference of the DD/ Banker's Cheque/ Bank Guarantee) dated..... (Insert date of DD/ Banker's Cheque/ Bank Guarantee) from (Insert name of Bank providing DD/ Banker's Cheque/ Bank Guarantee) and valid up to and including in line with Bid Information Sheet, Section - I and Clause No. 14, Section - III of this tender.

5. We have submitted our Price Bid strictly as per this tender, without any deviations, conditions and without mentioning any assumptions or notes for the Price Bid in the said format(s)
6. We hereby unconditionally and irrevocably agree and accept that the decision made by Solar Energy Corporation of India Limited in respect of any matter regarding or arising out of the tender shall be binding on us. We hereby expressly waive any and all claims in respect of Bid process.

We confirm that there are no litigations or disputes against us, which materially affect our ability to fulfil our obligations with regard to execution of projects of capacity offered by us.
7. We confirm that we have studied the provisions of the relevant Indian laws and regulations as required to enable us to submit this response to Tender Document, in the event of our selection as Successful Bidder.
8. We are enclosing herewith our response to the Tender Document with formats duly signed as desired by you in the Tender Document for your consideration.
9. It is confirmed that our response to the Tender Document is consistent with all the requirements of submission as stated in the Tender Document and subsequent communications from SECI.
10. The information submitted in our response to the Tender Document is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our response to the Tender Document.
11. We hereby declare that our company has not been debarred/ black listed by any Central/ State Govt. Ministry or Department/ Public Sector company/ Government autonomous body/ Private Sector Company.
12. We confirm that all the terms and conditions of our Bid are valid up to _____ (Insert date in dd/mm/yyyy) for acceptance (i.e. a period of one hundred and eighty days (180) days from the date of opening of tender).

13. Contact Person

Details of the representative to be contacted by SECI are furnished as under:

Name :
Designation :
Company :
Address :
Phone Nos. :
Mobile Nos. :
Fax Nos. :
E-mail address:

14. We are enclosing herewith the Envelope-I (Covering Letter, Tender Processing Fees, EMD, Techno-Commercial documents etc. as per clause no. 26.A of Section - III, GCC) and Envelope II (Price Bids)

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containing duly signed formats, each one duly sealed separately, in one original as desired by you in the tender for your consideration as per clause no. 26.0 of Section - III, GCC.

15. It is confirmed that our Bid is consistent with all the requirements of submission as stated in the tender and subsequent communications from Solar Energy Corporation of India Limited. The information submitted in our Bid is complete, strictly as per the requirements stipulated in the tender and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our Bid. We confirm that all the terms and conditions of our Bid are valid for acceptance for a period as specified in BDS from the date of opening of "Techno-Commercial/ Un-priced Bid". We confirm that we have not taken any deviation so as to be deemed non-responsive.
16. We have neither made any statement nor provided any information in this Bid, which to the best of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declarations and representations made in our Bid are true and accurate. In case this is found to be incorrect after our selection as Successful Bidder, we agree that the same would be treated as a Seller's event of default.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

Name, Designation and Signature of Authorized Person in whose name Power of Attorney/ Board Resolution/ Declaration. Copy of Notarized copy of Power of Attorney/ Board Resolution/ Declaration should be enclosed along with Covering Letter.

GENERAL PARTICULARS OF THE BIDDER

(To be submitted on the Letter Head of the Bidding Company)

Name of the Company/ Bidder	
Registered Office Address in case of Company	
Address of the Bidder	
E-mail	
Web site	
Authorized Contact Person(s) with name, designation Address and Mobile Phone No., E-mail address/ Fax No. to whom all references shall be made	
Year of Incorporation	
Have the Bidder/ Company ever been debarred By any Govt. Dept. / Undertaking for undertaking any work.	
Reference of any document information attached by the Bidder other than specified in the Tender Document	
Bank Details (Name, Account No, IFSC Code)	
PAN /Service Tax Registration No	
Whether the bidder is registered/ likely to be registered under GST	<p style="text-align: center;">YES / NO</p> <p>If answer is Yes, then bidder will be treated as registered bidder and he will have to provide further details as stated below</p>
GST ID (Proof to be submitted - GST number acknowledgement OR e-mail received from Government of India)	
GSTN Address	

(Signature of Authorized Signatory)

Format-III

FORMAT FOR CONTRACT PERFORMANCE SECURITY
BANK GAURANTEE

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the issuing Bank)

Bank Guarantee No.:

Date:

NOA/ Contract No.....

..... *[Name of Contract]*

To:

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Religare Building
District Centre, Saket, New Delhi - 110 017

Dear Sir / Madam,

We refer to the Contract ("the Contract") signed on*(insert date of the Contract)* between you and M/s *(Name of Contractor)*,

(or)

vide notification of award issued on *(insert date of the notification of award)* by you to M/s *(Name of Contractor)* having its Principal place of business at *(Address of Contractor)* and Registered Office at *(Registered address of Contractor)* ("the Contractor") concerning IT Facility Management Services for the complete execution of the Comprehensive IT Facility Management Services at Solar Energy Corporation of India Limited, New Delhi for a period of 02 (Two) Years.

By this letter, we, the undersigned, *(insert name & address of the issuing bank)*, a Bank (which expression shall include its successors, administrators, executors and assigns) organized under the laws of and having its Registered/ Head Office at *(insert address of registered office of the bank)* do hereby irrevocably guarantee payment to you up to i.e., ten percent (10%) of the Contract Price until ninety (90) days beyond the Defect Liability Period i.e., upto and inclusive of *(dd/mm/yy)*.

We undertake to make payment under this Bank Guarantee upon receipt by us of your first written demand signed by your duly authorized officer or authorized officer of the Owner declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand.

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Our liability under this Bank Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount then guaranteed hereunder in respect of any demand duly made hereunder prior to expiry of the Bank Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Bank Guarantee shall remain in full force and shall be valid from the date of issuance until ninety (90) days beyond the Defect Liability Period of the Facilities i.e. upto and inclusive of (dd/mm/yy) and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s Solar Energy Corporation of India Limited on whose behalf this Bank Guarantee has been given.

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

Our liability under this Bank Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____
[_____ (value in words) _____].
2. This Bank Guarantee shall be valid upto _____ (validity date) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____."

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]
Signature _____

Name _____

Designation _____

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POA Number _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

Name _____

Address _____

Contact Number(s): Tel. _____ Mobile _____

email _____

Note :

1. For the purpose of executing the Bank Guarantee, the non-judicial stamp papers of appropriate value shall be purchased in the name of Bank who issues the 'Bank Guarantee'.
2. The Bank Guarantee shall be signed on all the pages by the Bank Authorities indicating their POA nos. and should invariably be witnessed.
3. The Bank Guarantee should be in accordance with the proforma as provided. However, in case the issuing bank insists for additional paragraph regarding applicability of ICC publication No: 758, the following may be added at the end of the proforma of the Bank Guarantee [*i.e., end paragraph of the Bank Guarantee preceding the signature(s) of the issuing authority(ies) of the Bank Guarantee*]:

"This Guarantee is subject to Uniform Rules for Demand Guarantee, ICC publication No. 758 except that article 15(a) is hereby excluded."

Format-IV

**PROFORMA OF BANK GUARANTEE FOR EARNEST
MONEY DEPOSIT (EMD)**

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the issuing Bank)

Bank Guarantee No.:

Date:

To:

Solar Energy Corporation of India Limited
(A Government of India Enterprise)
D - 3, 1st Floor, Wing - A, Religare Building
District Centre, Saket, New Delhi - 110 017

WHEREAS M/s. (*Insert name of bidder*) having its Registered/ Head Office at (*Insert address of the bidder*) (Hereinafter called "the bidder") has submitted its bid for the performance **of the Contract for Comprehensive IT Facility Management Services st Solar Energy Corporation of India Limited, New Delhi under Tender No SECI/C&P/ITFMS/052017/01** (Hereinafter called "the bid")

KNOW ALL PERSONS by these present that WE (*insert name & address of the issuing bank*) having its Registered/ Head Office at (*insert address of registered office of the bank*) (hereinafter called "the Bank"), are bound unto Solar Energy Corporation of India Limited (SECI) (hereinafter called "the Employer") in the sum of INR 30,500/- (Indian Rupees Thirty Thousand Five Hundred Only) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this day of 20....

THE CONDITIONS of this obligation are:

- (1) If the Bidder withdraws/ varies its bid during the period of bid validity specified by the Bidder in the Bid Form; or
- (2) If the Bidder does not accept the corrections to arithmetical errors identified during preliminary evaluation of his bid pursuant to the Tender; or
- (3) If, as per the requirement of Qualification Requirements the Bidder is required to submit a Deed of Joint Undertaking and he fails to submit the same, duly attested by Notary Public of the place(s) of the respective executants (s) or registered with the Indian Embassy/ High Commission in that Country, within ten days from the date of intimation of post - bid discussion; or
- (4) In the case of a successful Bidder, if the Bidder fails within the specified time limit
 - (i) To sign the Contract Agreement, in accordance with Tender,

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or

(ii) To furnish the required Contract Performance Security, in accordance with Tender.

or

(5) In any other case specifically provided for in Tender.

WE undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will note that the amount claimed by it is due to it, owing to the occurrence of any of the above-named CONDITIONS or their combination, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including (insert date of validity as per Tender documents), and any demand in respect thereof must reach the Bank not later than the above date.

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed _____ (value in figures) _____ [_____ (value in words) _____].
2. This Bank Guarantee shall be valid upto _____ (validity date) _____.
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only & only if we receive a written claim or demand on or before _____ (validity date) _____

For and on behalf of the Bank

[Signature of the authorised signatory(ies)]

Signature _____

Name _____

Designation _____

POA Number _____

Contact Number(s): Tel. _____ Mobile _____

Fax Number _____

email _____

Common Seal of the Bank _____

Witness:

Signature _____

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Name_____

Address_____

Contact Number(s): Tel._____ Mobile_____

email _____

Format-V

FINANCIAL PROPOSAL

(To be submitted on the Letter Head of the Bidding Company)

Reference No: _____

Date: _____

From: _____ *[Insert name and address of Bidding Company]*

Tel. #:

Fax #:

E-mail address#

To

**Solar Energy Corporation of India Limited
D - 3, 1st Floor, Wing - A, Religare Building,
District Centre, Saket, New Delhi - 110 017**

Sub: Financial Proposal for Comprehensive IT Facility Management Services at SECI as per Tender Document Number "SECI/C&P/ITFMS/052017/01".

Dear Sir/ Madam,

I/ We, _____ *[Insert Name of the Bidder]* enclose herewith the Financial Proposal in Reference to the said Tender for selection of our company for the Comprehensive IT Facility Management Services for a period of 02 (Two) Years at Solar Energy Corporation of India Limited, New Delhi. I/ We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the date of opening of Tender or such further period as may be mutually agreed upon.

Mentioned below is the Prices offered for the Comprehensive IT Facility Management Services at Solar Energy Corporation of India Limited

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

PROFORMA FOR QUOTING THE RATES FOR COMPREHENSIVE IT FACILITY MANAGEMENT SERVICES

(To be submitted on the Letter Head of the Bidding Company)

Sr. No.	Key Technical Service Personnel	Annual Cost (For 1 st Year)	Annual Cost (For 2 nd Year)	Total Annual Cost
(a)	(b)	(c)	(d)	e = (c + d)
1	Server & Desktop Support Personnel			
	Hardware Maintenance Support Personnel			
	Taxes and Duties			
2	Cost of IT Facility Management Services towards the work mentioned in Tender for IT Equipments as per Annexure 'A'			
	Taxes and Duties			
GRAND TOTAL PRICE (IN FIGURE)				
GRAND TOTAL PRICE (IN WORD)				

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

Notes :

- Total Cost shall be quoted on FIRM Price basis and in Indian Rupees (INR) Only. Conditional Proposal shall be rejected.
- In the event of any discrepancy between the values entered in figures and words, the value entered in words shall prevail.
- The values (both in figures and words) should be clear and there should not be any overwriting. In case of any overwriting, SECI reserves the right to take appropriate decision.
- All figures are to be rounded off to the nearest Rupee only. No figures should be given in Paisa.
- The Bidder needs to ascertain the correctness of Taxes and Duties. Successful Bidder/ Contractor needs to give a detailed break up of Taxes and Duties within 21 (Twenty One) Days from the date of issuance of NOA.

Format-VI

PROFORMA FOR SUBMITTING WORK EXPERIENCE

(To be submitted on the Letter Head of the Bidding Company)

1. Name of the Firm/ Company :
2. Address of the Firm/ Company :
3. EPF account No :
4. ESI Registration No :
5. Pan No. of the Firm /Company :
6. Service Tax Registration No :
7. GST Registration No :
8. Details of Work Experience :

Sr. No.	Details of Work & Client	Period of Work	Reference of Work Order	Date of Commencement	Date of Completion	Value of Work Order
1						
2						
3						

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

Notes:

1. Only the value of contract as executed by the Bidder in his own name should be indicated.
2. All the details should be supported by documentary proof e.g. client's work order copies, completion certificates clearly indicating the required details as type of services offered along with list of equipments covered and numbers of different categories of Professional Support Staff supplied, commencement and actual completion date and contract amount etc.
3. In addition, they will be required to submit ESI, PF & Service Tax challans in support of his work experience. TDS certificates for all payments received and copy of final/ last bill paid by client shall also be submitted.

Format-VII

**PROFORMA FOR SUBMITTING TURNOVER FOR LAST
03 (THREE) FINANCIAL YEARS**

(To be submitted on the Letter Head of the Bidding Company)

S No	Financial Year	Turn Over (In INR)	Remarks
1	2014-15		
2	2015-16		
3	2016-17		

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

Signature of the Chartered Accountant (With Seal)

Notes:

In addition to the above, the Bidder has to submit the following documents/ information:

1. Copy of audited balance sheet(s) for last 03 Financial Years ending on 31st March 2017
2. In case, audited balance sheet for FY 2016-17 is unavailable, audited balance sheet(s) for FY 2013-14, FY 2014-15 & FY 2015-16 needs to be submitted.

PROFORMA FOR “NO DEVIATION” CONFIRMATION

(To be submitted on the Letter Head of the Bidding Company)

Reference No: _____

Date: _____

From: _____ [Insert name and address of Bidding Company]

Tel. #:

Fax #:

E-mail address#

To

**Solar Energy Corporation of India Limited
D - 3, 1st Floor, Wing - A, Religare Building,
District Centre, Saket, New Delhi - 110 017**

Sub: No Deviation Confirmation for Comprehensive IT Facility Management Services at SECI as per Tender Document Number “SECI/C&P/ITFMS/052017/01”.

Dear Sir/ Madam,

We understand that any 'deviation/ exception' in any form may result in rejection of Bid. We, therefore, certify that we have not taken any 'exception/ deviation' anywhere in the Bid and we agree that if any 'deviation/ exception' is mentioned or noticed, our Bid may be rejected.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

PROFORMA FOR “e-BANKING MANDATE”

(To be submitted on the Letter Head of the Bidding Company)

1. Vendor/ Customer Name :
2. Vendor/ Customer Code :
3. Vendor/ Customer Address :
4. Vendor/ Customer E-mail ID :
5. Particulars of Bank Account
 - a) Name of Bank :
 - b) Name of Branch :
 - c) Branch Code :
 - d) Branch Address :
 - e) Telephone Number :
 - f) Type of Account : Current/ Savings
 - g) Account Number :
 - h) RTGS IFSC Code of the Branch:
 - i) NEFT IFSC Code of the Branch :
 - j) 9 digit MICR Code :

I/ We hereby authorize Solar Energy Corporation of India Limited to release any amount due to me/ us in the Bank Account as mentioned above. I/ We hereby declare that the particulars given above are correct and complete. If the transaction is delayed or lost because of incomplete or incorrect information, I/ We would not hold the SECI responsible.

(Signature of Vendor/ Customer)

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.

Bank stamp

Date

(Signature of Authorized Officer of Bank)

Format-X

POWER OF ATTORNEY FOR BIDDING COMPANY

(To be stamped in accordance with Stamp Act, the Non-Judicial Stamp Paper of Appropriate Value should be in the name of the Bidder)

Power of Attorney to be provided by the Bidding Company in favour of its representative as evidence of Authorized Signatory's Authority.

Know all men by these presents, We [Insert name and address of the registered office of the Bidding Company] do hereby constitute, appoint and authorize Mr./ Ms. [Insert Name & Residential Address of the Authorized Representative] who is presently employed with us and holding the position of [Insert Designation of the Authorized Representative] as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid for Comprehensive IT Facility Management Services at Solar Energy Corporation of India Limited, New Delhi in response to the Tender No SECI/C&P/ITFMS/052017/01 dated issued by Solar Energy Corporation of India Limited (SECI), New Delhi including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which the SECI may require us to submit. The aforesaid Attorney is further authorized for making representations to the Solar Energy Corporation of India Limited, New Delhi and providing information/ responses to SECI, New Delhi representing us in all matters before SECI, New Delhi and generally dealing with SECI, New Delhi in all matters in connection with Bid till the completion of the bidding process as per the terms of the above-mentioned Tender.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the Tender.

Signed by the within named

..... (Insert the name of the executant company)

through the hand of

Mr.

duly authorized by the Board to issue such Power of Attorney

Dated this day of

Accepted

.....
Signature of Attorney
(Name, designation and address of the Attorney)

Attested

.....
(Signature of the executant)
(Name, designation and address of the executant)

.....
Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/ our presence pursuant to Board of Director's Resolution dated.....

WITNESS

1.
(Signature)

Name.....

Designation
2.
(Signature)

Name.....

Designation

Notes:

The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and the same should be under common seal of the executant affixed in accordance with the applicable procedure. Further, the person whose signatures are to be provided on the power of attorney shall be duly authorized by the executant(s) in this regard.

The person authorized under this Power of Attorney, in the case of the Bidding Company/ Lead Member being a public company, or a private company which is a subsidiary of a public company, in terms of the Companies Act, 1956, with a paid-up share capital of more than Indian Rupees Five Crores, should be the Managing Director/ Whole Time Director/ Manager appointed under section 269 of the Companies Act, 1956. In all other cases the person authorized should be a director duly authorized by a board resolution duly passed by the Company.

Also, wherever required, the executant(s) should submit for verification the extract of the chartered documents and documents such as a Board resolution/ power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

LIST OF BANKS

(For Reference Purpose)

SBI AND ASSOCIATES	OTHER PUBLIC SECTOR BANKS
1. State Bank of India	1. IDBI Bank Limited
2. State Bank of Bikaner & Jaipur	FOREIGN BANKS
3. State Bank of Hyderabad	1. Bank of America NA
4. State Bank of Indore	2. Bank of Tokyo Mitsubishi UFJ Ltd.
5. State Bank of Mysore	3. BNP Paribas
6. State Bank of Patiala	4. Calyon Bank
7. State Bank of Travancore	5. Citi Bank N.A.
NATIONALISED BANKS	6. Deutsche Bank A.G
1. Allahabad Bank	7. The HongKong and Shanghai Banking Corp. (HSBC) Ltd.
2. Andhra Bank	8. Standard Chartered Bank
3. Bank of India	9. Societe Generale
4. Bank of Maharashtra	10. Barclays Bank
5. Canara Bank	11. Royal Bank of Scotland (RBS)
6. Central Bank of India	12. Bank of Nova Scotia
7. Corporation Bank	13. Development Bank of Singapore (DBS)
8. Dena Bank	14. Credit Agricole Corporate and Investment Bank
9. Indian Bank	SCHEDULED PRIVATE BANKS
10. Indian Overseas Bank	1. Federal Bank Limited
11. Oriental Bank of Commerce	2. Kotak Mahindra Bank Limited
12. Punjab National Bank	3. Axis Bank Limited
13. Punjab & Sind Bank	4. ICICI Bank Limited
14. Syndicate Bank	5. HDFC Bank Limited
15. Union Bank of India	6. Yes Bank Limited
16. United Bank of India	7. IDFC Bank Limited
17. UCO Bank	8. IndusInd Bank
18. Vijaya Bank	9. Karur Vysya Bank
19. Bank of Baroda	10. South Indian Bank
	11. RBL Bank

PROFORMA FOR DECLARATION ON BIDDER'S RELATION TO DIRECTORS

(To be submitted on the Letter Head of the Bidding Company)

Reference No: _____

Date: _____

From: _____ [Insert name and address of Bidding Company]

Tel. #:

Fax #:

E-mail address#

To

**Solar Energy Corporation of India Limited
D - 3, 1st Floor, Wing - A, Religare Building,
District Centre, Saket, New Delhi - 110 017**

Sub: Declaration on Bidder's Relation to Directors for Comprehensive IT Facility Management Services at SECI as per Tender Document Number "SECI/C&P/ITFMS/052017/01".

Dear Sir/ Madam,

This has reference to Tender/ NIT No **SECI/C&P/ITFMS/052017/01** for Comprehensive IT Facility Management Services at Solar Energy Corporation of India Limited, New Delhi. I/ We certify & endorse that to the best of my/ our knowledge;

- I/ We am/ are not a relative of any Director of SECI;
- I/ We am/ are not a firm in which a Director of SECI or its relative is a partner;
- I/ We am/ are not a partner in a firm in which a Director of SECI, or its relative is a partner;
- I/ We am/ are not a private company in which a Director SECI is a member or director;
- I/ We am/ are not a company in which Directors of SECI hold more than 2% of the paid-up share capital of our company or vice-versa.

Dated the _____ day of _____, 20...

Thanking you,

Yours faithfully,

(Name, Designation and Signature of Authorized Person)

SECTION VI

ANNEXURE - “A”

INDICATIVE LIST OF IT HARDWARES

Out of Warranty (To be Covered under IT FMS along with AMC)			Under Warranty of OEM (To be covered under IT FMS and automatically to be shifted under IT FMS along with AMC when Warranty Expires)			
Sl. No	Item	Qty	Sl. No	Item	Qty	Tentative Warranty Expiry Date
Desktop			Desktop			
1	IMAC - APPLE	02	1	Acer Veriton M2630G	18	23-Nov-2018
2	HP (8300)	27	2	Acer Veriton M2630G	17	12-May-2019
3	HP (hp 18-5017, All in One)	04	3	HP (8300)	06	13-Jun-2017
4	HP (8200)	18	4	LENOVO (IDEA CENTRE B350, All in One)	04	06-Jul-2017
	TOTAL	51	5	Dell Opti 9020 SFF	03	21-Jan-2019
Laptop				TOTAL	48	
1	HP (hp 2430)	2	Laptop			
2	Dell Vostro 2420	6	1	HP G440	1	15-Dec-2018
3	Lenovo E430 ThinkPad	4		TOTAL	1	
4	HP 240G3	6	Printer			
5	Dell Inspiron 5558	3	1	RICOH SP C250SF	1	09-Apr-2020
6	Apple MacBook Air 13 inch	3	2	Cannon iR 4245	1	29-Sep-2017
	TOTAL	24	3	HP All in one 3545e	4	23-Nov-2018
Printer			4	HP 400 MFP	4	23-Nov-2018
1	HP Laser Jet 1108	8		TOTAL	10	
2	HP Office Jet Pro 8500A	1	Fax Machine			
3	HP Office Jet Pro 8600 PLUS	5	1	Panasonic KX-FP 701	2	19-Jan-2016
4	HP Office Jet 7000	1		TOTAL	2	
5	HP Color Laser Jet CP 1525N	1	Server			
6	HP Office Jet Pro 8100	4	1	HP Server	1	20-Jan-2021
7	HP Laser Jet 1606 dn	17		TOTAL	1	
8	RICOH AFICIO MP 2000	1				
9	HP All in one 3545e	5				
10	HP Officejet 8610	3				
	TOTAL	46				
Server						
1	IBM SERVER x3250 M4	1				
	TOTAL	1				
Scanner						
1	HP Scanner	1				
	TOTAL	1				

Notice inviting Tender for engaging Agency for Comprehensive IT Facility Management Services



Network Items			Network Items		
1	TENDA S105 (SWITCH)	1	1	CISCO Firewall (ASA 5515-X with AVC and WSE combo)	1
2	CISCO 300-28 (SWITCH)	5	2	CISCO 2960-X (Switch)	1
3	D LINK DGS-1016D (SWITCH)	2			
Out of Warranty (to be covered under IT FMS along with AMC)			Under Warranty of OEM (To be covered under FMS and automatically to be shifted under AMC when Warranty expires)		
Video Conference System					
1	Polycom Video Con Machine GROUP 500-720 with Eagle Eye Camera	1	1	Polycom Video Con Machine GROUP 500-720 with Eagle Eye Camera	24-Oct-2017
2	Ceiling micro Phone	2			
3	Samsung (40 Inch) MD Series of Full HD	1			
4	CEILING SPEAKER	4			
5	Amplifier Apart	1			
Others			Others		
1	EPBAX System (HIPATH 3800)	1	1	IVR Hardware	10-Jan-2018
2	Cordless Phone	1	2	CP plus Camera	02-Jan-2018
3	Digital Phone (Siemens)	8	3	CP Plus 4 Channel DVR	02-Jan-2018
4	Intercom (panasonic)	14	4	2 TB HDD	02-Jan-2018
5	Inercom (beetel)	64	5	Biometric fortuna microBEN device	01-Sep-2017
6	APPLE (AIRPORT EXPRESS)	1	6	Canon printer stabilizer	29-Sep-2017
7	APPLE iPad Air Wi-Fi cell 128GB	1	7	Inercom (Euroset-2025C)	22-Aug-2017
8	EPSON PROJECTOR 3100	2	8	Digital Phone (Siemens)	22-Aug-2017
9	Camera IR Dome	4			
10	STARX 4 DVR Channel	1			
11	CCTV POWER Supply	1			
12	Biometric fortuna microBEN BOI (v3)	2			
13	Server Rack	1			
14	EPBAX Jelly Filled Cable	-			
15	Motorized Projector Screen	1			
16	OFC & OF Convertors	-			
17	Apple iPad	3			