

Solar Energy Corporation of India

(A Government of India Enterprise)

TENDER DOCUMENT for

Comprehensive IT Facility Management Service at Solar Energy Corporation of India (SECI)

Tender Document No. <u>SECI/IT/Tender/FMS/2015/01</u> Dated: 14 April, 2015

ISSUED BY

Solar Energy Corporation of India 1st Floor, D-3, A-Wing, District Centre, Religare Building, Saket, New Delhi-110017 Tel No. 011-71989200,

Website: www.seci.gov.in

Note: This document contains a total of 54 pages. No change in the document by the bidder is permissible.

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DISCLAIMER

- 1. Though adequate care has been taken while preparing the Tender Document, the Bidders 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 seven (07) days from the date of notification of Tender Document/ Issue of the Tender Document, it shall be considered that the Tender Document is complete in all respects.
- 2. Solar Energy Corporation of India (SECI) reserves the right to modify, amend or supplement this Tender Document.
- 3. While this Tender Document 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 Document, even if any loss or damage is caused by any act or omission on their part.

Place: New Delhi

Date: 14-04-15

Bid Information Sheet

	Tender Document for "Comprehensive IT Facility		
Document Description	Management Service		
	at Solar Energy Corporation of India (SECI)"		
Tender Document No.& Date	SECI/IT/Tender/FMS/2015/01 Dt: 14-04-15		
Last date & Time of Submission of Response to Tender Document	04/05/2015 (14:00 Hrs)		
Bid Opening (Techno-Commercial)	04/05/2015 (15:00 Hrs)		
Declaration of bidders qualified for opening commercial bid	To be declared later		
Validity of Tender	90 (Ninety) days from the date of opening of tender.		
Cost of Tender Document (non-refundable)	Free		
Processing Fee (non-refundable)	Rs. 2500/- (inclusive of service tax) to be submitted in the form of DD/Pay Order along with the response to Tender Document in favor of "Solar Energy Corporation of India", payable at New Delhi.		
Bid Security/EMD	₹ 20,000/- (Twenty Thousand Only) in the form of Demand Draft/Pay order in favor of Solar Energy Corporation of India		
Name, Designation, Address and other details (For Submission of Response to Tender Document)	Sr. Manager (IT)/Sr. Engineer (ST) Solar Energy Corporation of India 1st Floor, D-3, A-Wing, District Centre, Religare Building, Saket, New Delhi-110017 Tel No. 011-71989200.		
	s are requested to remain updated for any le Tender Document through the websites www.seci.gov.in . In the print		

Section 1 INTRODUCTION

1. Introduction

1.1. OBJECTIVE

- 1.1.1. Solar Energy Corporation of India (hereinafter called "SECI") is a Government of India Enterprise, under the administrative control of the Ministry of New & Renewable Energy (MNRE). One of the main objectives of the Company is to assist the Ministry and function as the implementing and facilitating arm of the Jawaharlal Nehru National Solar Mission (JNNSM) for development, promotion and commercialization of solar energy technologies in the country.
- 1.1.2. Presently SECI has IT infrastructure comprising of Computers (Desktop, laptops etc.), Printers, Scanners, Server, Firewall, EPBAX system, Intercoms, Video Conferencing system, Projectors, CCTV monitoring system, Bio-metric attendance system, 50Mbps ILL, Intranet and other customized applications etc., IT system administration tasks are vital to maintain the total IT infrastructure. Hence SECI intends to have comprehensive IT Facility Management Service for maintenance and upkeep of the same.

1.2. DOCUMENT PURPOSE

- 1.2.1. The comprehensive IT FMS is imperative for maintenance of all IT assets, liaising with vendors, providing user support as and when required etc.
- 1.2.2. The IT hardware items/assets under warranty shall be covered under FMS support and the IT hardware items/assets out of warranty shall be covered under FMS support along with AMC of the items. The IT hardware items under warranty shall automatically be shifted for IT FMS along with AMC as on when the warranty of respective item expires.
- 1.2.3. The comprehensive IT FMS for the total IT infrastructure of SECI is required for the complete support and maintenance of all the IT hardware as mentioned above in section 1.2.2, and providing total support for all IT infrastructure including internet, intranet, video conferencing, network management etc.

Section 2 DEFINITIONS

2. Definitions

Following terms used in the document will carry the meaning and interpretations as described below:

"AMC" shall mean Annual Maintenance Contract

"Authorized Signatory" shall indicate the authorized person/signatory who can discuss and correspond with the SECI, with regard to the obligations under the contract.

"Bid" shall mean the Commercial and the Price Bid submitted by the Bidding Company/Bidder/Bidder along with all documents /credentials/ attachments, formats, etc., in response to this Tender Document, in accordance with the terms and conditions hereof;

"Bidder" shall mean the Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company including its successors, executors and permitted assigns jointly and severally, as the context may require;

"Bidding Company" shall refer to such single Company that has submitted the response in accordance with the provisions of this Tender Document;

"Bid Deadline" shall mean the last date and time for submission of Bid in response to this Bid as specified in Bid information Sheet and as specified in Bid information sheet, of this Bid document including all amendments thereto;

"Chartered Accountant" shall mean 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;

"Company" shall mean a body corporate incorporated in India under the Companies Act, 1956 or the Companies Act, 2013, as applicable;

"Contract" shall mean the Contract signed by the Parties and all the attached documents listed in the Tender document, also including all amendments / clarifications thereof;

"FMS" shall mean Facility Management Service;

"MNRE" shall mean Ministry of New and Renewable Energy, Government of India;

"OEM" shall mean Original Equipment Manufacturer;

"SECI" shall mean Solar Energy Corporation of India (A Govt. of India Enterprise) under the administrative control of MNRE;

"Selected Bidder or Successful Bidder" shall mean the eligible Bidder who has been selected based on this Tender Document issued by SECI;

"Services" shall mean requirements defined in this Tender Document including all necessary and additional services associated thereto to be delivered by the bidder

"Tender Document" shall mean the bidding document issued by SECI including all Flowcharts, Drawings, Photographs, Formats & Annexures etc. vide Tender Document no. SECI/IT/Tender/FMS/2015/01 dated 14.04.2015 and also including all amendments / clarifications thereof;

"The Goods" means all the all the material/ services, which the Vendor is required to supply to the Tendering Authority under the Contract;

"The Government" means the Government of India.

"Day" means calendar day;

"Week" means calendar week;

"Month" means calendar month;

Section 3

BID INFORMATION AND INSTRUCTION TO BIDDERS

3. Bid Information and Instructions to Bidders

3.1 Obtaining Tender Document, Processing Fee

- a) The Tender Document can be downloaded **free of cost** from the website of SECI, www.seci.gov.in from the date mentioned in the **Bid Information Sheet.**
- b) Prospective Bidders interested to participate in the bidding process are required to submit their Project proposals in response to this Tender Document along with a non-refundable processing fee as mentioned in **Bid Information Sheet**. A Bidding Company will be eligible to participate in the bidding process only on submission of Bid processing fee.
- c) The bids submitted without Processing Fee shall not be considered for the bidding and such bids shall not be opened by SECI.
- d) It may be noted that SECI will not pay any amount / expenses / charges / fees / traveling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses, regardless of the conduct or outcome of the Tendering process.

3.2 Bid Submission date and Bid Opening date

The bidding methodology adopted for this Project shall be Single stage Two envelop system i.e. The Bidders shall submit their Project proposal (Both Techno-Commercial and Financial Bid same time in separate sealed envelopes) in line with this Tender Document. The last date for submission of bids is as mentioned in the **Bid Information Sheet**. No bids shall be accepted after the date and time mentioned above. Techno-Commercial bids shall be opened on the same day as mentioned in the **Bid Information Sheet**. Date of opening of financial bids shall be notified on SECI's website after short listing of eligible Bidders based on Techno-Commercial bid evaluation.

3.3 Minimum Eligibility Criteria

3.3.1 **General Eligibility:**

- The bidder should be a company registered under the Indian Companies Act 1956/2013.
 Joint Ventures & Consortiums are not allowed to participate in the bid.
- The bidder must have completed at least 3 years of experience/operation in the field of IT FMS/AMC support services (in maintenance of LAN, Desktops, Laptops, Switches, Routers, Wi-Fi etc.).
- iii) The bidder must have the following quality certifications:
 - 1. ISO 9000:2005 or latest as revised by the ISO for Quality Management standard
 - 2. ISO /IEC 20000-1:2005 or ISO/IEC 20000-1:2011 or latest as revised by the ISO for Service Management System (SMS) standard

3.3.2 Financial Capability:

iv) Net worth for the last financial year (2013-14) should be positive and turn over should be minimum 20 lakhs for either FY2013-14 or average of three financial years FY 2011-12, 2012-13, 2013-14.

3.3.3 Experience:

v) The bidder should have successfully executed at least three contracts of similar nature (IT FMS/ AMC Support service for IT infrastructure) within the past three years as on 14-Apr-2015, each costing not less than 5 lakhs out of which at least two projects of similar nature in a Govt. Ministry or Department/Public Sector company/Government autonomous body.

3.3.4 **Support:**

- vi) The bidder should have a fully functional test and repair center in Delhi / NCR.
- vii) The service provider should have 24*7 toll free number for technical support.
- viii) The bidder should presently be authorized Service Provider / back-to-back support of any one of OEM HP/IBM/Lenovo/Dell.

3.4 Documents to be signed and submitted by Bidders

When the work is bid for by a company/organization, the bid shall be signed by the individual legally authorized to enter into commitments on their behalf. Only one submission of response to Tender Document by each bidder will be permitted.

The documents required under the tender conditions for submission along with the tender are listed below. The bidder/s are advised to examine the various conditions and submit necessary documents accordingly. In case of non-submission of any of the desired information, bidders may not be qualified for which SECI reserves its right to accept or reject.

3.4.1 Basic documents:

- 1. Processing Fee and Bid Security/EMD.
- 2. Letter of authorization in favor of the person to sign this tender and represent his/her company for this contract.
- 3. Duly signed and stamped Tender Document (amendments if any) by the Authorized signatory.

3.4.2 **Documents in Support of Eligibility:**

- 1. Copy of Certification of Incorporation, Memorandum and Articles of Association.
- 2. Copy of Service Tax registration certificate, and PAN.
- 3. Self-attested copies of work order and their respective project completion certificates issued by clients for similar works/projects/contracts during last 3 years.
- 4. Copy of the ISO 9000:2005 or latest as revised by ISO and ISO/IEC 20000-1:2005 or ISO/IEC 20000-1:2011 or latest as revised by ISO certificate.
- 5. CA certified copy of balance sheet and P/L account for last three financial years i.e. FY2011-12, 2012-13, 2013-14 and Certificate by Statutory Auditor / Practising Chartered Accountant of the Bidding Company in support of net worth and turnover.
- 6. Contact details of the registered office and Branch Office in Delhi / NCR.
- 7. The list of 4 employed personnel (02 for onsite deputation and 02 as alternate) as per the **Format 5** and their respective CVs.
- 8. Copy of presently valid Authorization letter in support of authorized Service Provider / back-to-back support of any one of OEM HP/IBM/Lenovo/Dell.
- 9. Declaration stating the 24x7 toll free number.

Note:

a) Compliance with the minimum eligibility criteria mentioned above should be indicated item-wise in a separate sheet with the page number of the supporting document (in the following format).

Sl. No.	Eligibility Criteria	Compliance (Yes/No)	Reference of Enclosed Proof (page No.)

b) SECI reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria.

3.5 Validity of the Response to Tender Document

The Bidder shall submit the response to Tender Document which shall remain valid up to Ninety (90) days from the date of opening of tender ("Bid Validity"). SECI reserves the right to reject any response to Tender Document which does not meet the aforementioned validity requirement. SECI may solicit the bidders' consent to an extension of the validity period of the bid. The request and the response shall be made in writing.

3.6 Selection of successful Bidder

After bid opening, Techno-commercial bids submitted by those Bidders who have furnished the processing fee and EMD shall be evaluated by SECI on the basis of Minimum Eligibility Criteria stipulated in clause 3.3. The evaluation of bids shall be carried out as described in Section 4.

3.7 Earnest Money Deposit (EMD)

- i) The bidder shall be required to submit a sum as specified in the Bid Information Sheet as Earnest Money Deposit, for the due performance of stipulation for keeping the offer open till such date as might be specified in the tender. Bids not accompanied with earnest money deposit as provided in the Bid Information Sheet shall be summarily rejected.
- ii) It shall be understood that the Tender Document has been sold/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 resile from his offer or modify the terms and conditions thereof in a manner not acceptable to SECI.
- iii) Should the bidder fail to observe or comply with the said stipulation, the EMD amount shall be liable to be forfeited.
- iv) The EMD of the successful bidder will be returned after submission of Performance Bank Guarantee as defined in this Tender Document and obtaining confirmation la

- v) The EMD of the unsuccessful bidders shall be returned to them within one month of issue of LOA to the successful bidder. But SECI will not be liable to pay any interest thereon.
- vi) 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.
- vii) In case the bidder withdraws the bid before financial bid opening, then the EMD of the respective bidder shall be forfeited.

3.8 Performance Bank Guarantee (PBG):

As per GCC clause 6.5.

3.9 Structuring of Bid Selection Process:

Two packet 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 without EMD and processing fee will be summarily rejected. In the first stage, Techno-commercial bids shall be evaluated as per Minimum Eligibility Criteria and the list of short listed Bidders shall be intimated. In the second stage, financial bids submitted by the short-listed Bidders shall be opened based on which successful bidder shall be selected.

3.10 Financial Bid

The prices quoted in the commercial bid should be without any conditions.

- i) The price bid must be filled in completely, without any error, erasures or alterations as per the specified format given in Section 7 Format 3.
- ii) The prices should be mentioned in Indian Rupees only in clearly readable format without any overwriting.
- iii) The Financial bid shall be on a fixed price basis, no price variation should be asked for relating to increase in customs duty, excise tax, dollar price variation, etc.
- iv) 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.
- v) The envelop consisting of Financial Offer shall be marked as "Financial Bid"
- vi) Prices quoted will be firm for the entire period of Contract.
- vii) 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.
- viii) The financial bid should include incidental charges and customization charges if any.
- ix) 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.

- x) In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
- xi) 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 Form of Bid, his tender may be summarily rejected.

3.11 Non Transferable Bid

Neither the contract nor any rights granted under the contract may be sold, leased/sublet, assigned, or otherwise transferred, in whole or in part, by the vendor, and any such attempted sale, lease, assignment or otherwise transfer shall be void and of no effect. The vendor shall not subcontract or permit anyone other than its personnel to perform any of the work, service or other performance required of the vendor under the contract.

3.12 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.

3.13 Deadline for submission of bid

The bid duly filled must be received by SECI at the address specified not later than the date and time mentioned in the "Bid Information Sheet". Bid received later than the deadline prescribed for submission of tender by SECI will be rejected.

3.14 Withdrawal of bid

No Tender can be withdrawn after submission 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.

3.15 Sealing and marking of bids

All completed tender documents shall be sealed in an envelope super-scribed with the name of the Bidder and the Tender Document Number as indicated in "Bid Information Sheet". In addition to the above, the envelope shall also contain the name and address of the bidder.

3.16 Opening of the bid

Bids will be opened at the address mentioned in "Bid Information Sheet" in presence of bidders or authorized representatives of bidders who wish to attend the opening of tenders. SECI will open the bid even if only one bid is received.

Bidders or their authorized representatives who are present shall sign register in evidence of their attendance.

Bidder's name, presence or absence of requisite documents, total cost of project quoted or any other details as SECI may consider appropriate will be announced and recorded at the time of bid opening.

3.17 Clarification of the bid

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 sought or permitted. The above clarification for submission of the details shall form part of the tender and shall be binding on the bidder.

3.18 Examination of the bids

SECI shall determine whether each bid is of acceptable quality, is generally complete and is substantially responsive to the bidding documents. For purposes of this determination, a substantially responsive bid is one that conforms to all the terms, conditions and specifications of the bidding documents without material deviations, objections, conditionally or reservation. If a bid is not substantially responsive, it shall be rejected by the SECI. In case of tenders containing any conditions or deviations or reservations about contents tender document, SECI may ask for withdrawal of such conditions/deviations/reservations. If the bidder does not withdraw conditions/deviations/ reservations, the tender shall be treated as non-responsive. SECI's decision regarding responsiveness or non-responsiveness of a tender shall be final and binding.

3.19 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.

3.20 Right to accept any bid or reject all bids

SECI reserves the right to accept, split, divide, negotiate, 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.

3.21 Award of Contract

SECI shall issue LoA (Letter of Award) 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 LoA has to be returned by the selected bidder within a week of receipt of LoA as token of his/her acceptance in totality. This shall constitute a legal and binding contract between SECI and the selected bidder.

Successful bidder is required to submit performance bank guarantee as per the format and timeline defined in this Tender Document. Duly signed and stamped Contract Agreement on stamp paper of requisite value has to be submitted to SECI within one

week of issuance of LoA.

3.22 Method of Submission

The response to Tender Document is to be in the following manner:-

i) Covering Envelope – Super scribed as "Covering Envelope containing Processing Fee, DD/Pay Order towards EMD" at the top of the Envelope; and "Name & Address of the Bidder" on the left hand side bottom;

It should be addressed to SECI and shall contain:

- A. Covering Letter as per Format 1.
- B. DD/Pay order Rs. 2500/- towards the Bid Processing Fee.
- C. EMD of Rs.20,000/- (DD/Pay Order)
- **ii)** "Techno-Commercial Envelope" Super scribed as "Techno-commercial Proposal in response to Tender Document _____ (Mention the Tender Document No)" at the top of the Envelope; and "Name & Address of the Bidder" on the left hand side bottom;

This envelope shall be sealed and shall contain the required documents as mentioned in Clause 3.4.

iii) "Financial Envelope" - Super scribed as "Financial Bid in response to Tender Document____ (Mention the Tender Document No)" at the top of the Envelope; and "Name & Address of the Bidder" on the left hand side bottom; It shall be sealed and shall contain the Financial bid as per the format mentioned in Section 7 - Format 3.

The Sealed Covering Envelope, Techno-commercial envelope and the Financial Envelope shall be placed in a bigger envelope which shall have the following Sticker:

Response to Tender Document for "Comprehensive IT Facility Management Service at Solar Energy Corporation of India (SECI)"		
Tender Document No.		
Last Date of Submission		
Date and Time of Opening of Techno-Commercial Bids		
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, 1 st Floor, A-Wing, D-3, District Centre Saket, New Delhi-110017, Tel: 011-71989200	

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

3.23 Clarifications/Enquires/ Amendments

- Clarifications if any, on Tender Document may be sought at the address mentioned in the Bid Information Sheet not later than one week after publication of TENDER DOCUMENT.
- ii) Amendment/s if any will be uploaded in the website of SECI for information of all concerned i.e. www.seci.gov.in. All are requested to remain updated with the website. No separate reply/intimation will be given for the above, elsewhere.

3.24 Right of SECI to reject a Bid

SECI reserves the right to reject any or all of the responses to Tender Document or cancel the Tender Document without assigning any reasons whatsoever and without any liability.

3.25 Cancellation of Contract

The SECI reserves the right to cancel the contract of the selected bidder and recover expenditure incurred by the SECI on the following circumstances:

- The bidder has made the misleading or false representations in the forms, statements, and attachments submitted in proof of the eligibility requirements.
- ii) The selected bidder commits a breach of any of the terms and conditions of the bid/contract.
- iii) The bidder goes into liquidation voluntarily or otherwise
- iv) The progress regarding execution of the contract, made by the selected bidder is found to be unsatisfactory.
- v) If deductions on account of penalties exceeds more than 10% of the total contract price.
- vi) After the award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, the SECI reserves the right to get the balance contract executed by another party of its choice by giving one month's notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which the SECI may have to incur to carry out bidding process for the execution of the balance of the contract. This clause is applicable, if for any reason, the contract is cancelled.
- vii) SECI reserves the right to recover any dues payable by the selected bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking Bank Guarantee, if any, under this contract or any other contract/order.

viii) The Performance Bank Guarantee will be returned to the selected bidder without any interest on performance and completion of the on fulfilment of warranty obligations for the complete terms of the contract.

3.26 Important notes and instructions to Bidders

- i) Wherever information has been sought in specified formats, the Bidders shall fill in the details as per the prescribed formats and shall refrain from any deviations and referring to any other document for providing any information required in the prescribed format.
- ii) If the Bidder conceals any material information or makes a wrong statement or misrepresents facts or makes a misleading statement in its response to Tender Document, in any manner whatsoever, SECI reserves the right to reject such response to Tender Document and/or cancel the Letter of Award, if issued and the EMD/PBG provided up to that stage shall be en-cashed. Bidder shall be solely responsible for disqualification based on their declaration in the submission of response to Tender Document.
- iii) Response submitted by the Bidder shall become the property of the SECI and the SECI shall have no obligation to return the same to the Bidder. However, the EMDs submitted by unsuccessful Bidders shall be returned as specified in Clause 3.7.
- iv) All pages of the response to Tender Document submitted must be signed and stamped by the authorized person on behalf of the Bidder.
- v) Bidders may carefully note that they are liable to be disqualified at any time during bidding process in case any of the information furnished by them is not found to be true. The decision of SECI in this respect shall be final and binding.
- vi) The bidder must obtain for itself on its own responsibility and its own cost all the information including risks, contingencies & other circumstances in execution of the installation and commissioning. It shall also carefully read and understand all its obligations & liabilities given in tender documents.
- vii) SECI may at its discretion extend the deadline for submission of the bids at any time before the time of submission of the bids.
- viii) Bidders shall mention the name of the contact person and complete address of the Bidder in the covering letter.
- ix) Response to Tender Document that are incomplete, which do not substantially meet the requirements prescribed in this Tender Document, will be liable for rejection by SECI.
- x) Bidders delaying in submission of additional information or clarifications sought will be liable for rejection.
- xi) Non submission and/or submission of incomplete data/ information required under the provisions of Tender Document shall not be construed as waiver on the part of SECI of the obligation of the Bidder to furnish the said data/information unless the waiver is in writing.

- xii) Only Delhi Courts shall have exclusive jurisdiction in all matters pertaining to this Tender.
- xiii) SECI reserves the right to delete items from the schedule of requirements specified in the tender. SECI also reserves the right to alter the quantity and vary specifications.
- xiv) SECI reserves the right to make any changes in the terms and conditions of the tender.
- xv) SECI shall be under no obligation to accept the lowest or any other offer, including those received late or incomplete offers, without assigning any reason whatsoever.
- xvi) SECI will not be obliged to meet and have discussions with any bidder, and or to listen to any representations.
- xvii) The bidder shall not make any addition or alteration in the tender documents. The requisite details should be filled in by the bidder wherever required in the documents. Incomplete tender or tender not submitted as per instructions is liable to be rejected.

Section 4 BID EVALUATION

4. Bid evaluation

The bids, which are determined as substantially responsive, shall be evaluated by the SECI for technical compliance and then price aspects. The bidder must submit all necessary authentic data with necessary supporting certificates of the various items of technical evaluation criteria as per clause 3.4 of this Tender Document, failing which his tender is liable to be rejected.

4.1. Techno-Commercial Evaluation:

Bidders will be evaluated on the basis of 'Minimum Eligibility Criteria' mentioned at section 3.3 and those who qualify will only be considered for opening of financial bids.

4.2. Financial Bid Evaluation:

Bidders qualified after Techno-Commercial evaluation shall be notified of financial bid opening date & time. Representative of qualified bidders desirous of attending the financial bid opening may join the same at scheduled date and time at SECI office.

The SECI reserves the right to negotiate the offer submitted by the bidder to withdraw certain conditions or to bring down the rates to a reasonable level. The bidder must note that during negotiations of rates of items can only be reduced and not increased by the bidder. In case the bidder introduces any new condition or increases rates of any item, his negotiated offer is liable to be rejected and the original offer shall remain valid and binding on him.

The complete financial proposal (Ref: Format 3) consists of the following:

- 1. Covering Letter
- 2. **Table-A**: Cost Break Up

Evaluation of the bid will be done on the basis of **Total Cost towards comprehensive IT FMS (TC)** at **SI. No. 3** in **Table-A: Cost Break-up** in Section-7, Format 3) inclusive of all taxes & duties. Contract will be awarded to the bidder, whose Total cost (**TC)** as per financial proposal in Section-7, Format - 3) has been determined to be lowest evaluated offer after evaluating the technical offers.

Contract may be awarded even if only one bidder qualifies technical/commercial offer. However, SECI reserves the right to take appropriate decisions in such case and shall not be binding on the SECI to award the contract.

The format for financial bid is placed in **Section 7 - Format 3**.

Section 5 SPECIAL CONDITIONS OF CONTRACT (SCC)

5. Special Conditions of Contract

The overall scope of work is as 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 OS patches and antivirus updates etc.
- f) Analysis of software errors and taking remedial actions
- g) Co-ordinate with respective vendor/OEM to resolve the h/w and s/w problem 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
- I) Local Area network, Firewall & security management
- m) EPBAX system maintenance
- n) Arrangements for Presentation and Video Conferencing in board room and conference room
- Maintenance and updating of Intranet portal

5.1. Technical Services by On-Site Support Personnel:

The on-site technical service personnel's should be available on a full-time basis from 9:30 a.m. (SECI official entry time) to 6:00 p.m. (SECI official out time) as per SECI official working days.

In case of delay of more than 30 mins. after SECI official entry time as mentioned above would be considered as half day leave and delay of more than 3 hrs. shall be considered as a full day leave. These leaves would be considered for deduction in payment as mentioned in clause no. 5.5 a).

Alternate person has to be deputed as replacement if any regular deputed person stays on leave for half-day or full day. The alternate person has to be from the list of the persons submitted to SECI as per **Format – 5**. Any deviation to the same needs prior approval from SECI, else the replacement shall be considered as null and void.

5.1.1 Onsite Technical Service Personnel

The minimum qualifications and experience of the technical service personnel and their functional responsibilities would be as follows. It is expected that at least two technical service personnel will be available on site at all times.

SI. No.	Category	No	Qualification & Experience	Nature of service
1	Server & desktop Support	1	Any Graduate with diploma in computers OR Degree/Diploma in Computers/ Electronics from recognized Engg. College/ Polytechnic. Experience: Minimum 3 years on installation/configuration and support on Intel/AMD/IBM Servers, operating system & storage with knowledge of LAN and WAN concepts.Preferably Windows/Linux certified.	Server ,Network & desktop/Laptop /Notebook support
2	Hardware Maintenance Support	1	Any Graduate with diploma in computers OR Degree/diploma in computer/ electronics from recognized Engg. College/ Polytechnic Experience: Minimum 2 years on installation/configuration and support on desktop O/S such as Win 7 /Windows 8,PC assembling & disassembling ,printer/MFP troubleshooting.	Desktop/Lapto p/ Notebook/ printer/scanner/ plotter & peripheral support

5.1.2 Posting of Technical Service Personnel at Site

The technical personnel have to be deputed at SECI office. The present SECI office address where the technical persons are to be deputed for IT FMS is as mentioned below:

SOLAR ENERGY CORPORATION OF INDIA, 1st Floor, A-Wing, D-3, District Centre Saket, New Delhi-110017

The FMS service provider will not ordinarily change/replace the technical service personnel posted at SECI during the course of the contract. If replacement is inevitable, the FMS service provider will ensure to provide a person from the alternate persons submitted in **Format – 5**. Such replacement shall be made in a planned manner with prior approval of SECI. Similarly if the performance of any technical service personnel is not found satisfactory, SECI shall have the option to ask the FMS service provider to change the concerned personnel. All leave and/or absence of the technical service personnel posted at SECI will have to be planned in advance and proper replacement to be made available in lieu.

5.2. Description of Services and Deliverables

5.2.1 User Support

It will involve enabling the SECI officers/staff 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 software's, 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 equipment
- To repair / replace faulty components with standard spares excluding consumables like, lnk Cartridges, Toner etc.
- Installing/Configuring/Trouble shooting of Operating Systems (OS), Office automation Products (MS-office, MS Project etc.), add-ons, Required Drivers, Network communications software etc.
- Liaising 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

5.2.2 Help Desk Services

Log user calls and give them a call ID number and respond to the call immediately (within 30mins max.). A monthly report has to be submitted based on total user support provided within 1st week of the next month.

5.2.3 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 I of this 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.

5.2.4 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 and Desktops.
- > Registering and updating the anti-virus tool on all the server, Laptops and desktops in SECI.
- Diagnosing and rectifying any virus problems that can be fixed by the anti-virus 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.

5.2.5 Network, Server 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
- 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

5.2.6 IT Hardware 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 I 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 -I of this document subject to quantity revisions taken as per Section 5.2.7b) of these document.
- > 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.

5.2.7 The 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 I). 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 hardware's to be included/removed from this list will only be done on a quarterly basis.

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.

- c) 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.
- d) For the upkeep of IT Infrastructure under warranty, FMS service provider will make necessary arrangements /coordination with the supplier firms.
- e) 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.
- f) All tools and kits to their staff are to be provided by the FMS service provider.
- g) 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 selected bidder.
- h) 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.
- i) The FMS service provider shall keep sufficient stock of essential/ critical hardware's 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.
- j) It is a mandatory requirement that the technical service personnel have mobile phones.
- k) 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.
- I) On expiry of the contract, the firm shall hand over the system in perfect working condition to this Department, failing which Performance Bank Guarantee will be forfeited.

5.3. Period of Comprehensive IT FMS

Offers are invited for comprehensive IT FMS for a period of one year subject to extension up to three years, year after year at negotiated terms, conditions and price at option of SECI.

5.4. Reports for Performance Monitoring of the Service Levels

The FMS service provider shall furnish to SECI the following reports as per the frequency below.

Monthly - Call Analysis Report.

Quarterly - IT-Asset Report

5.5. Payment Terms

a) Payments towards comprehensive IT FMS work as detailed in above section 5.1 and 5.2 shall be made on monthly basis after deduction of taxes and duties as applicable at the end of each month, on verification of Bills certified by SECI's representative.

Payment will be released only on submission of Invoice/Bill duly completed in all respect, certified by Engineer-in-Charge of SECI and PBG confirmation from the issuing bank.

5.6. Uptime Efficiency

The selected bidder 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 of to SECI in the 1st week of every month for the downtimes of the last month as part of the standard periodical reports.

5.7. Penalties

a) Failure to maintain SLA with uptime at 95% per month shall result in deduction from the quarterly payment as mentioned below:

SI. No.	Item Description	Penalty (₹)
1	Single user unit (Desktop, Printer, scanner, Intercom/Digital Phone/Cordless etc.)	250.00/unit per month
2	Multi user system (Server, Firewall, Network Switch, EPBAX, Video Conference System, Projector, Network Printers etc.)	2500.00/system per month

- b) The above penalties shall be doubled, if the uptime is equal or less than 90% per month.
- c) If there is continuous failure to maintain the uptime below 90% for total three months, then SECI reserves the right to withhold the quarterly payment and also cancel the contract. However, delay on account of supplier/OEM for items under warranty, penalty clause as

mentioned above in section 5.7a), b), c) may not be applicable.

- d) The deduction from the quarterly payment shall be done after deduction of respective Man power cost mentioned in Table-A of Format-3 on pro-rata basis for the days/half days absence of the personnel. The technical person is considered to be absent for half day/full day as described in section 5.1.
- e) If monthly Call Analysis report is not submitted in the 1st week of the next month there will be penalty @Rs.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 @Rs.500/- for every delayed week.

5.8. 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.

SECTION 6

General Conditions of Contract (GCC)

6. GENERAL CONDITIONS OF CONTRACT (GCC)

6.1. Application

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

6.2. Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and SECI, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language duly certified by the bidder, in which case, for purposes of interpretation of the Bid, the translation shall govern.

6.3. Penalties:

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 Successful Bidder subject to the maximum of 10% of the Contract price quoted by the Successful Bidder.

6.4. Use of Contract Documents and Information; Inspection and Audit by the Government

- 6.4.1. The Successful Bidder shall not, without SECI's prior written consent, disclose the Contract, or any provision thereof, or any plan or information furnished by or on behalf of SECI in connection therewith, to any person other than a person(s) employed by the Successful Bidder in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 6.4.2. The Successful Bidder shall permit SECI to inspect the Successful Bidder's accounts and records relating to the performance of the Successful Bidder and to have them audited by auditors appointed by SECI, if so required by SECI.

6.5. Performance Security/ Performance Bank Guarantee (PBG) towards Security:

- 6.5.1. Within 21days of receipt of the Notification of Award from SECI, the Successful Bidder shall furnish Performance Security initially to SECI for an amount of 10% of the total Contract Price valid up to 13 months from the date of Notification of Award. There after PBG shall be renewed, if required by SECI for further renewed period of Contract.
- 6.5.2. Performance security shall be forfeited by SECI in the event of Successful Bidder's failure to complete its obligations under the Contract or breach of contract conditions. This may be in addition to the application of Penalties which SECI may recover.
- 6.5.3. The Performance Security shall be denominated in Indian Rupees and shall be in the following form:
 - i) Performance bank guarantee as per Section 7 Format -2 or Demand Draft from the list of banks as per the details enclosed in Annexue-1;

6.5.4. In the event of any contract amendment for the period of contract, the Successful Bidder shall, within 21 days of receipt of such amendment, furnish the amendment to the Performance Security in line with GCC clause 6.5 mentioned above.

6.6. Inspections

- 6.6.1. Inspection of Works and Services: SECI or its representative shall have the right to inspect the works of the Successful Bidder to confirm their conformity to the Contract specifications at no extra cost to SECI. SECI may send a representative / group of representatives to the Successful Bidder premises for inspection of their works.
- 6.6.2. All reasonable Works and assistance, including access to data shall be furnished to the inspectors at no cost to SECI.

6.7. Delivery

6.7.1. Delivery of the Works shall be made by the Successful Bidder in accordance with the requirement raised by SECI.

6.8. Payment

- 6.8.1. The Successful Bidder's request(s) for payment shall be made to SECI in writing, accompanied by an invoice describing, as appropriate, and upon fulfilment of other obligations stipulated in the contract.
- 6.8.2. Payment will be based on the rates quoted by the Successful Bidder in his price bid.
- 6.8.3. Payments shall be made promptly by SECI to the Successful Bidder subject to verification & approval by Engineer-in-charge of work.
- 6.8.4. Payment shall be made in Indian Rupees.
- 6.8.5. In the event of excess release of funds to Successful Bidder, SECI shall demand and recover from Successful Bidder such excess disbursements and Successful Bidder would be liable to refund the excess disbursements within a period of 10 days of ascertainment of final amount.
- 6.8.6. Income Tax & any other taxes as applicable shall be deducted at source from all the payments made to the Successful Bidder.

6.9. Prices

Price mentioned in the Notification of Award shall be firm and not subject to escalations till the execution of the complete order and its subsequent amendments accepted by the Successful Bidder.

6.10. Contract Amendments

No variation in or modification of the terms of the Contract shall be accepted except by amendment issued by SECI.

6.11. Assignment

The Successful Bidder shall not assign, in whole or in part, its obligations to perform under the Contract, except with SECI's prior written consent.

6.12. Time of completion

The Work covered by this Contract shall be completed as mentioned in this document. SECI may also issue instructions to the Successful Bidder on time to time which shall also be complied.

6.13. Default in Contracts obligation

- 6.13.1. In case of any default or delay in performing any of the contract obligation, SECI reserves the right to recover the actual damages/loss from the successful bidder but in any case total liability of the Successful Bidder under this contract shall not exceed total contract value/price.
- 6.13.2. In addition to Clause 6.13.1 above, SECI may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Successful Bidder, terminate the Contract in whole or part.
- 6.13.3. if the Successful Bidder fails to deliver any or all of the Work as required by SECI.
- 6.13.4. if the Successful Bidder fails to perform any other obligation(s)/duties under the Contract.
- 6.13.5. If the Successful Bidder, in the judgment of SECI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

6.14. Discrepancies between instructions:

Should any discrepancy occur between the various instructions furnished to the Successful Bidder, his agent or staff or any doubt arises as to the meaning of any such instructions or should there be any misunderstanding between the Successful Bidder's staff and the Officer-in-Charge's staff, the Successful Bidder shall refer the matter immediately in writing to the Officer-in-Charge whose decision thereon shall be final and conclusive and no claim for losses alleged to have been caused by such discrepancies between instructions, doubts, or misunderstanding shall in any event be admissible.

6.15. Force Majeure

6.15.1. Notwithstanding the provisions of tender, the Successful Bidder shall not be liable for forfeiture of its performance security, Penalties or termination for default, if and to the

extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

- 6.15.2. For purpose of this clause, "Force majeure" means an event beyond the control of the Successful Bidder and not involving the Successful Bidder's fault or negligence and not foreseeable, either in its sovereign or contractual capacity. Such events may include but are not restricted to Acts of God, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes etc. Whether a "Force majeure" situation exists or not, shall be decided by SECI and its decision shall be final and binding on the Successful Bidder and all other concerned.
- 6.15.3. In the event that the Successful Bidder is not able to perform his obligations under this contract on account of force majeure, he will be relieved of his obligations during the force majeure period. In the event that such force majeure extends beyond six months, SECI has the right to terminate the contract in which case, the contractual guarantees and warrantees shall be refunded to him.
- 6.15.4. If a force majeure situation arises, the Successful Bidder shall notify SECI in writing promptly, not later than 14 days from the date such situation arises. The Successful Bidder shall notify SECI not later than 3 days of cessation of force majeure conditions. After examining the cases, SECI shall decide and grant suitable additional time for the completion of the Work, if required.

6.16. Termination for Insolvency

SECI may at any time terminate the Contract by giving written notice to the Successful Bidder, if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to SECI.

6.17. Termination for Convenience

SECI, by written notice sent to the Successful Bidder, 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 Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective.

6.18. Award Criteria

SECI will award the Contract on turnkey basis to the Successful Bidder whose Bid has been determined to be substantially responsive and has been determined as the lowest evaluated Bid .

6.19. Notification of Award/Letter of Award

Prior to the expiration of the period of Bid validity, SECI will issue Notification of Award of Contract to the Successful Bidder in writing by registered letter or by fax/Email, to be confirmed in writing by registered letter, that its Bid has been accepted.

6.19.1. The Notification of award will constitute the formation of the Contract and the awardee would be required to acknowledge the same and send the Duplicate copy, duly stamped and signed by the Authorized signatory.

6.20. Successful Bidder Integrity:

The Successful Bidder is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

6.21. Successful Bidder's Obligations:

- 6.21.1. The Successful Bidder is obliged to work closely with SECl's staff, act within its own authority and abide by directives issued by SECI. The Successful Bidder will abide by the statutory norms/Govt. rules prevalent in India and will free SECI from all demands or responsibilities the cause of which is the Successful Bidder's negligence. The Successful Bidder will pay all indemnities arising from such incidents and will not hold SECI responsible or obligated.
- 6.21.2. The Successful Bidder will treat as confidential all data and information about SECI, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of SECI.

6.22. Settlement of Disputes

- 6.22.1. If any dispute of any kind whatsoever shall arise between SECI and Successful Bidder in connection with or arising out of the contract including without prejudice to the generality of the foregoing, any question regarding the existence, validity or termination, the parties shall seek to resolve any such dispute or difference by mutual consultation.
- 6.22.2. If the parties fail to resolve, such a dispute or difference by mutual consent, within 45 days of its arising, then the dispute shall be referred by either party by giving notice to the other party of its intention to commence arbitration as hereafter provided, as to the matter in dispute, & no arbitration may be commenced unless such notice is given. Any dispute in respect of which a notice of intention to commence arbitration has been given in accordance to with GCC Sub Clause 6.22.2, shall be finally settled by arbitration.

6.23. In case the Successful Bidder is a Public Sector Enterprise or a Government Department

In case the Successful Bidder is a Public Sector Enterprise or a Government Department, the dispute shall be referred for resolution in Permanent Machinery for Arbitration (PMA) of the Department of Public Enterprise, Government of India. Such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public

Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary / Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator.

6.24. In case the Successful Bidder is not a Public Sector Enterprise or a Government Department.

In the event of any question dispute or difference whatsoever arising under this contract or in connection therewith including any question relating to existence, meaning and interpretation of this contract or any alleged breach thereof, the same shall be referred to the Sole Arbitrator, the MD of SECI or to a person appointed by him for the purpose. The arbitration shall be conducted in accordance with the provision of the Indian Arbitration and Conciliation Act, 1996.

- 6.24.1. The Arbitrator may from the time to time, with the consent of all parties extend the time in making the award.
- 6.24.2. The cost incidental to the arbitration shall be at the discretion of the Arbitrator. The arbitration shall be conducted at New Delhi.
- 6.24.3. Notwithstanding any dispute between the parties Successful Bidder shall not be entitled to withhold, delay or defer his obligation under the contract and same shall be carried out strictly in accordance with the terms & conditions of the contract.
- 6.24.4. The arbitrator shall give his speaking or reasoned award with respect to the disputes referred to him by either of the parties.
- 6.24.5. If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the provisions of applicable laws as mentioned in GCC Clause 6.27(Applicable Law) and a substitute shall be appointed in the same manner as the original arbitrator.
- 6.24.6. Arbitration proceedings shall be conducted with The Arbitration and Conciliation Act, 1996. The venue or arbitration shall be New Delhi.
- 6.24.7. Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement unless otherwise agreed mutually.

6.25. Limitation of Liability

The aggregate liability of the Successful Bidder to SECI, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price/Value.

6.26. Governing Language

The contract shall be written in English language, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

6.27. Applicable Law

The Contract shall be interpreted in accordance with the laws of the Union of India.

6.28. Notices

- 6.28.1. Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by email and confirmed in writing to the other Party's address specified in Bid.
- 6.28.2. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

6.29. Taxes and Duties

Except as otherwise specifically provided in the Contract, the Successful Bidder shall bear & pay all taxes, duties, levies and charges including service tax if applicable in connection with the completion of the contract. Any taxes & duties shall be to the Successful Bidder's account and no separate claim in this regard will be entertained by SECI.

6.30. Successors and Assigns:

In case SECI or Successful Bidder undergoes any merger or amalgamation or a scheme of arrangement or similar re-organization by a order / decree of court & this contract is assigned to any entity (ies) partly or wholly, the contract shall be binding mutatis mutandis upon the successor entities & shall continue to remain valid with respect to obligation of the successor entities.

6.31. Severability:

It is stated that each paragraph, clause, sub-clause, schedule or annexure of this contract shall be deemed severable & in the event of the unenforceability of any paragraph, clause sub-clause, schedule or the remaining part of the paragraph, clause, sub-clause, schedule annexure & rest of the contract shall continue to be in full force & effect.

6.32. Counterparts:

This contract may be executed in one or more counterparts, each of which shall be deemed an original & all of which collectively shall be deemed one of the same instrument.

6.33. Rights & remedies under the contract only for the parties:

This contract is not intended & shall not be construed to confer on any person other than SECI & Successful Bidder hereto, any rights and / or remedies herein.

6.34. Statutory Acts

6.34.1. All legal formalities are to be obtained prior to and or during the commencement of work by the Successful Bidder for the successful execution of the said Work.

6.34.2. The Successful Bidder shall comply with the all the Acts & rules and regulations, laws and by-laws framed by State/ Central Government/ organization. SECI shall have no liabilities in this regard.

6.35. Bidder to Inform himself

The bidder shall be deemed to have satisfied himself about the detailed job content, the conditions and circumstances affecting the contract prices and the possibility of executing the works as shown and described in the tender.

6.36. Compliance of Govt. Regulations

The Successful Bidder should execute and deliver such documents as may be needed by SECI in evidence of compliance of all laws, rules and regulations required for reference. Any liability arising out of contravention of any of the laws on executing this order shall be the sole responsibility of the Successful Bidder and SECI shall not be responsible in any manner whatsoever.

6.37. Successful Bidder Liability

Successful Bidder hereby accepts full responsibility and indemnifies SECI and shall hold SECI harmless from all acts of omissions and commissions on the part of the Successful Bidder, his agents, his sub contactors and employees in execution of the work. The Successful Bidder also agrees to defend and hereby undertakes to indemnify SECI and also hold him harmless from any and all claims arising out of or in connection with the performance of the work under the Notification of Award.

6.38. Indemnity Damages and Insurance

The bidder shall indemnify and make harmless the owner or the Officer, their agents or employees from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him or the owner by reason or any act or commission of the said bidder, his agents or employees in the execution of the work.

6.39. IPR

NA

Section 7

FORMATS FOR BID SUBMISSION

Section 7

7.0 FORMATS FOR BID SUBMISSION

The following formats are required to be submitted as part of the Tender Document. These formats are designed to demonstrate the Bidder's compliance with the Qualification Requirements set forth in Section 3 and other submission requirements specified in the Tender Document.

- i. Format of Covering Letter (Format 1)
- ii. Format for Performance Bank Guarantee (Format 2)
- iii. Format for Covering letter of Financial Proposal and Financial Bid (Format 3)
- iv. Format for Draft Contract Agreement (Format 4)
- Format for details of the Support personnel to be deployed at SECI
 The Bidder may use additional sheets to submit the information for his detailed response.

Covering Letter

(The covering letter should be on the Letter Head of the Bidding Company)

Date	e:
Ref	erence No:
Fror	m: (Insert name and address of Bidding Company)
Tel. Fax E-m To	
Sol 1st	(Solar) ar Energy Corporation of India (SECI) Floor, D-3, A-Wing, District Centre, ket, New Delhi-110017
Sub Con	: Response to Tender Document Nodated for Tender document for nprehensive IT Facility Management Service at SECI
We, deta resp resp	the undersigned [insert name of the 'Bidder'] having read, examined and understood in all the Tender Document hereby submit our response to Tender Document. We confirm that in bonse to the aforesaid Tender Document, we including have not submitted more than one bonse to Tender Document including this response to Tender Document. We are submitting lication for Comprehensive IT Facility Management Service at SECI.
	We give our unconditional acceptance to the Tender Document, dated
	We have enclosed EMD of Rs (Insert Amount), in the form of DD/ Pay Order no
	We have submitted our response to Tender Document strictly as per Section -7 (Formats) of this Tender Document, without any deviations, conditions and without mentioning any assumptions or notes in the said Formats.
	We hereby unconditionally and irrevocably agree and accept that the decision made by SECI in respect of any matter regarding or arising out of the Tender Document shall be binding on us. We hereby expressly waive and withdraw any deviations and all claims in respect of this process.

5. Familiarity with Relevant Indian Laws & Regulations:

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.

- 6. 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.
- 7. 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.
- 8. 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.

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.						
10. We confirm that all the terms and conditions of our Bid are valid up to (Insert down/yyyy) for acceptance (i.e. a period of ninety (90) days from the date of opening of terms.						
11. 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 :						
12. We have neither made any statement nor provided any information in this Bid, which to the of our knowledge is materially inaccurate or misleading. Further, all the confirmations, declara and representations made in our Bid are true and accurate. In case this is found to be inconfirmed after our selection as Successful Bidder, we agree that the same would be treated as a Security of default.	itions orrect					
Dated the day of , 20						
Thanking you, Yours faithfully,						
(Name Designation and Signature of Authorized Darson)						

(Name, Designation and Signature of Authorized Person)

FORMAT FOR PERFORMANCE BANK GUARANTEE

(To be on non-judicial stamp paper of appropriate value as per Stamp Act relevant to place of execution.)

In consideration of the [Insert name of the Bidder] (hereinafter referred to as selected Bidder)
submitting the response to Bid inter alia for "Comprehensive IT Facility Management Service at Sola
Energy Corporation of India (SECI)" in response to the Bid dated issued by Solar Energy
Corporation of India (hereinafter referred to as SECI) and SECI considering such response to the Bio
of[insert the name of the selected Successful Bidder] (which expression shall unless repugnan
to the context or meaning thereof include its executers, administrators, successors and assignees
and selecting Successful Bidder/Trader and issuing Letter of award No to (Insert Name of
selected Successful Bidder) as per terms of Bid and the same having been accepted by the selected
Successful Bidder, M/s, if applicable]. As per the terms of the tender, the
[insert name, branch code & address of bank] hereby agrees unequivocally
irrevocably and unconditionally to pay to SECI at [Insert Name of the Place from the address of SECI
forthwith on demand in writing from SECI or any Officer authorised by it in this behalf, any amount up
to and not exceeding Rupees [Total Value] only, on behalf of M/s [Insert name of the
selected Successful Bidder]
This can be about a sufficient to the sufficient of the sufficient
This guarantee shall be valid and binding on this Bank up to and including
terminable by notice or any change in the constitution of the Bank or the term of contract or by any
other reasons whatsoever and our liability hereunder shall not be impaired or discharged by any
extension of time or variations or alternations made, given, or agreed with or without our knowledge
or consent, by or between parties to the respective agreement.
Our liability under this Guarantee is restricted to Rs (Rs
only).
Our Guarantee shall remain in force until SECI shall be entitled to invoke this Guarantee
The Guarantor Bank hereby agrees and acknowledges that SECI shall have a right to invoke this

The Guarantor Bank hereby agrees and acknowledges that SECI shall have a right to invoke this BANK GUARANTEE in part or in full, as it may deem fit.

The Guarantor Bank hereby expressly agrees that it shall not require any proof in addition to the written demand by SECI, made in any format, raised at the above mentioned address of the Guarantor Bank, in order to make the said payment to SECI.

The Guarantor Bank shall make payment hereunder on first demand without restriction or conditions and notwithstanding any objection by ------ [Insert name of the selected Successful Bidder] and/or any other person. The Guarantor Bank shall not require SECI to justify the invocation of this BANK GUARANTEE, nor shall the Guarantor Bank have any recourse against SECI in respect of any payment made hereunder

This BANK GUARANTEE shall be interpreted in accordance with the laws of India and the courts at Delhi shall have exclusive jurisdiction.

The Guarantor Bank represents that this BANK GUARANTEE has been established in such form and with such content that it is fully enforceable in accordance with its terms as against the Guarantor Bank in the manner provided herein.

This BANK GUARANTEE shall not be affected in any manner by reason of merger, amalgamation, restructuring or any other change in the constitution of the Guarantor Bank.

This BANK GUARANTEE shall be a primary obligation of the Guarantor Bank and accordingly SECI

shall not be obliged before enforcing this BANK GUARANTEE to take any action in any court or arbitral proceedings against the selected Successful Bidder, to make any claim against or any demand on the selected Successful Bidder or to give any notice to the selected Successful Bidder or to enforce any security held by SECI or to exercise, levy or enforce any distress, diligence or other process against the selected Successful Bidder Notwithstanding anything contained hereinabove, our liability under this Guarantee is restricted to Rs. (Rs. _ _____ only) and it shall remain in force until We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if SECI serves upon us a written claim or demand. Signature _____ Name Power of Attorney No._____ For [Insert Name of the Bank]__ Banker's Stamp and Full Address. Dated this ____ day of ____, 20__ Witness:

Notes:

1.

2.

Signature

Signature

Name and Address

Name and Address

.....

- 1. The Stamp Paper should be in the name of the Executing Bank and of appropriate value.
- 2. The Performance Bank Guarantee shall be executed by any of the Bank from the List of Banks enclosed as per Annexure-II.

FINANCIAL PROPOSAL

Covering Letter (On Bidder's letter head)

[Date and Reference]	
То,	
GM (Solar) Solar Energy Corporation of Ir 1st Floor, D-3, A-Wing, District Saket, New Delhi-110017	
Tel./Fax No.:	
•	Document for Comprehensive IT Facility Management
Dear Sir,	
	(Applicant's name) enclose herewith the Financial Proposal for for Comprehensive IT Facility Management Service at SECI as a
I/ We agree that this offer shall retender or such further period as r	emain valid for a period of 90 (Ninety) days from the date of opening of may be mutually agreed upon.
Yours faithfully,	
	(Signature, name and designation of the Authorized Signatory)
Note: The Financial Proposal is to b	be submitted strictly as per forms given in the Tender Document.

Table-A: Cost Break - up

SI. No.	Key Technical service personnel	Annual Cost (in figure)	Annual Cost (in word)
	Server & desktop Support Personnel		
1	Hardware Maintenance Support Personnel		
	Service Tax (if any)		
	VAT (if any)		
2	Cost of IT FMS towards the work mentioned in section 5.2 for IT equipment as per Annexure I		
_	Service tax (if any)		
	VAT (if any)		
3	Total Cost towards comprehensive IT FMS (TC)		

Note:

- 1. Total cost shall be quoted as a fixed amount in Indian Rupees only. Conditional proposal shall be summarily rejected.
- 2. In the event of any discrepancy between the values entered in figures and in words, the values entered in words shall be considered.
- **3.** The values (both in figures and words) should be clear and there should be no overwriting. In case of the overwriting, SECI reserves the right to take decision accordingly.
- **4.** In the event of arithmetic calculation mistake, the individual price in words shall be considered for calculation.
- **5.** All figures are to be rounded off to the nearest Rupee only. Any figures given in paisa will be not considered.

Authorized Signatory Name Designation Name of the Company Address

Draft Contract Agreement

(To be executed on requisite value of stamp Papers)

			(10 be exec	uted on req	uisite value of st	атр тарс	18)	
Th	is Agree	ement is	s made at New D	elhi on the	d	ay of	20)14
			ergy Corporation of 110017 hereinafte			•	•	•
	ame				(Address			
of	the othe	r part.						
Fa bio ex	cility Ma dding do ecution	nageme cuments and con	haser is desirous ent Service at Sola s) hereinafter calle apletion of such w NOW THIS AGR	ar Energy C ed "the Work orks (*** as	orporation of Inc ss" and has acce well as guarante	dia (SECI) epted a bio ee of such	(as described of the described of the Supplie	on these er for the
1.		•	nent words and e	•			•	respectively
2.		llowing nent, viz	documents shall z:	be deeme	d to form and I	be read /	construed as	part of this
	•	Bid Info Bid info Bid Eva Specia Genera	of Award and Acceptantion Sheet ormation and Instruction Instruction Instructions of Conditions of Conditions of Constructions of Construction	uctions to B intract (SCC ontract (GCC	·)			
3.		ned, the	on of the paymen Supplier hereby and remedy any	covenants w	vith the Purchase	er to exec	ute and complet	te the works
4.	comple **Rs_ deduct	etion of	the works and being the sum being the sum bere from as may be bescribed by the Co	I the reme stated in the e made und	dying of defective letter of award	cts therei	n, the Contracto such addition	ct Price of s thereto or

5. Jurisdiction of Court: The Courts at Delhi/ New Delhi shall have the exclusive jurisdiction to try all

disputes arising out this agreement between the parties.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed / (or have hereunto set their respective hands and seals) the day and year first above written.

For and on behalf of the Supplier

Signature of the authorized official

Name of the official

Stamp/Seal of the Supplier

For and on behalf of the Purchaser

Signature of the authorized official

Name of the official

Stamp/Seal of the Purchaser

SIGNED, SEALED AND DELIVERED

By the said		By the said		
Name	on behalf of	Name	on behalf of	
the Supplier in the presence of	of:	the Purchaser in the presence	of:	
Witness	_	Witness		
Name	_	Name	_	
Address		Address		
	_		_	
	_		_	

Note:

^{**} Blanks to be filled by the Purchaser at the time of finalization of the Form of Agreement.

^{***} to be deleted if not applicable

Support Personnel Details

Sr. No.	Name and designation	Qualification / Certifications possessed	Years of experience in bidder's Organization	Total years of experience	Mobile No.
1					
2					
3					
4					

Note: The updated CV of the above Support Personnel have to be submitted as part of Tender submission. Each CV must be signed and stamped by the authorized person on behalf of the Bidder.

(Signature, name and designation of the Authorized Signatory)

Annexure-I

INDICATIVE LIST OF IT ASSETS

Out of Warranty (to be covered under IT FMS along with AMC)			FMS	er Warranty of OEM (To be and automatically to be s along with AMC when Wa	shifte	d under IT
SI. No	Item	Qty.	SI. No.	Item	Qt y.	Tentative Warranty expiry Date
	Desktop			Desktop		<u>, </u>
1	IMAC - APPLE	2	1	HP (8200)	3	31-Jul-2015
2	HP (8300)	3	2	HP (8200)	15	7-Aug-2015
3	HP (hp 18-5017, All in One)	4	3	HP (8300)	24	21-Jan-2016
	TOTAL	9	4	LENOVO (IDEA CENTRE B350, All in One)	4	6-Jul-2017
	Laptop		5	HP (8300)	6	13-Jun-2017
1	HP (hp 4430s)	1		Total	52	
2	Dell Vostro 2420	1		Laptop		
3	Lenovo E430 Thinkpad	4	1	Dell Vostro 2420	6	15-Jan-2017
	TOTAL	6		Total	6	
	Printer			Printer		
1	HP Laser Jet 1108	6	1	RICOH SP C250SF	1	09-04-2020
2	HP Office Jet Pro 8500A	1		Total	1	
3	HP Office Jet Pro 8600 PLUS	5		Fax Machin	е	
4	HP Office Jet 7000	1	1	Panasonic KX-FP 701	2	19-Jan-2016
5	HP Color Laser Jet CP 1525N	1		Total	2	
6	HP Office Jet Pro 8100	4				
7	HP Laser Jet 1606 dn	17				
8	RICOH AFICIO MP 2000	1				
9	HP All in one 3545e	6				
	Total	42				
	Scanner			Server		
1	HP Scanner	1	1	IBM SERVER x3250 M4	1	17-Jan-2017
	Total	1		Total	1	
	Network Items	•		Network Iten	ns	
1	TENDA S105 (SWITCH)	1	1	CISCO Firewall (ASA 5515-X with AVC and WSE combo)	1	09-04-2020
2	CISCO 300-28 (SWITCH)	2	2	CISCO 2960-X (Switch)	1	09-04-2020
3	D LINK DGS-1016D (SWITCH)	2		Total	-	
	Total	-				

Out of Warranty (to be covered under IT FMS along with AMC)			FMS	Under Warranty of OEI under FMS and automa under AMC when Warr	atically	to be shifted
	Video Conference System					
1	Polycom Video Con Machine GROUP 500-720 with Eagle Eye Camera	1				
2	Ceiling micro Phone	2				
3	Samsung (40 Inch) MD Series of Full HD	1				
4	CEILING SPEAKER	4				
5	Amplifier Apart	1				
	Total	-				
	Others			Others		
1	EPBAX System (HIPATH 3800)	1	1	Aadhaar Enabled Bio- metric Attendance System (AEBAS)	1	Procurement under Process
2	Cordless Phone	1				
3	Digital Phone (Siemens)	8				
4	Intercom (panasonic)	14				
5	Inercom (beetel)	40				
6	APPLE (AIRPORT EXPRESS)	1				
7	APPLE iPad Air Wi-Fi cell 128GB	1				
8	EPSON PROJECTOR 3100	2				
9	Camera 3.6 mm 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				
	Total	-				

Annexure-II

List of Banks

1. SCHEDULED COMMERCIAL BANKS	2. OTHER PUBLIC SECTOR BANKS
SBI AND ASSOCIATES	1. IDBI Bank Ltd.
1. State Bank of India	3. FOREIGN BANKS
2. State Bank of Bikaner & Jaipur	1. Bank of America NA
3. State Bank of Hyderabad	2. Bank of Tokyo Mitsubishi UFJ Ltd.
4. State Bank of Indore	3. BNP Paribas
5. State Bank of Mysore	4. Calyon Bank
6. State Bank of Patiala	5. Citi Bank N.A.
7. State Bank of Travancore	6. Deutsche Bank A.G
NATIONALISED BANKS	7. The Hong Kong and Shanghai Banking Corpn. Ltd.
1. Allahabad Bank	8. Standard Chartered Bank
2. Andhra Bank	9. Societe Generale
3. Bank of India	10. Barclays Bank
4. Bank of Maharashtra	11. Royal Bank of Scotland
5. Canara Bank	12. Bank of Nova Scotia
6. Central Bank of India	13. Development Bank of Singapore (DBS, Bank Ltd.)
7. Corporation Bank	14. Credit Agricole Corporate and Investment Bank
8. Dena Bank	4. SCHEDULED PRIVATE BANKS
9. Indian Bank	1. Federal Bank Ltd.
10. Indian Overseas Bank	2. ING Vysya Bank Ltd.
11. Oriental Bank of Commerce	3. Axis Bank Ltd.

12. Punjab National Bank	4. ICICI Bank Ltd.
13. Punjab & Sind Bank	5. HDFC Bank Ltd.
14. Syndicate Bank	6. Yes Bank Ltd.
15. Union Bank of India	7. Kotak Mahindra Bank
16. United Bank of India	8. IndusInd Bank Ltd
17. UCO Bank	9. Karur Vysya Bank
18. Vijaya Bank	
19. Bank of Baroda	