



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

CIN: U40106DL2011GOI225263

6th Floor, NBCC Office Complex Tower - 2, East Kidwai Nagar, New Delhi – 110023

Request for Empanelment (RfE)

of

Translating Agency/ies to Execute the Translation Work (i.e. English to Hindi and Vice Versa) at Solar Energy Corporation of India Limited

RfE No. SECI/C&P/MI/00/0002/2021-22 Dated: 27.08.2021



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SECTION I

INTRODUCTION AND RfE DETAILS



Date: 27/08/2021

SOLAR ENERGY CORPORATION OF INDIA LIMITED

(A Government of India Enterprise)



RfE No: SECI/C&P/MI/00/0002/2021-22

Solar Energy Corporation of India Limited (hereinafter called "SECI"), invites bids from the eligible Agencies/Firms to participate in the Request for Empanelment (RfE) for the "Empanelment of translating Agency/ies to Execute the translation Work (i.e. English to Hindi and Vice Versa) at Solar Energy Corporation of India Limited (SECI)"

For the implementation of above-mentioned work, translating Agencies/Firms should submit their Techno Commercial proposals complete in all respect in separate sealed covers, super-scribed with "Empanelment of translating Agency/ies to Execute the translation Work (i.e. English to Hindi and Vice Versa) at Solar Energy Corporation of India Limited (SECI)" at the following address so as to reach on or before 1400 HRS on 17th September, 2021 positively to

Sh. Kartik Ganesan
Deputy Manager (C&P)
Solar Energy Corporation of India Limited
6th Floor, NBCC Office Complex Tower - 2, East Kidwai Nagar, New Delhi – 23
Telephone: 011 24666200, Extension 273

E mail: contracts@seci.co.in; kartikganesan@seci.co.in

Bidder shall submit the RfE 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 RfE 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 RfE 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 twenty (20) days from the date of notification of RfE/Issue of the RfE Documents, it shall be considered that the RfE Document is complete in all respects and has been received by the Bidder.
- 2. Solar Energy Corporation of India Limited (SECI) reserves the right to modify, amend or supplement this RfE Document including all formats and Annexures.
- 3. While this RfE 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 RfE, even if any loss or damage is caused by any act or omission on their part.



1.1 INTRODUCTION

Solar Energy Corporation of India Ltd. (SECI) has been established under the administrative control of the Ministry of New and Renewable Energy, Government of India with a vision to build 'Green India' through harnessing abundant solar radiation and to achieve energy security for the country. Mandate of SECI allows wide ranging activities to be undertaken with an overall view to facilitate implementation of Jawaharlal Nehru National Solar Mission (JNNSM) and achieving the targets set therein. SECI aspires to become the leader in development of large-scale solar installations, Solar Plants and Solar Parks and to promote and commercialize the use of Solar Energy to reach remotest corner of India.

- 1.2 In order to tap the huge Renewable Energy (RE) potential, the government of India has drafted the 175 GW RE target, of which 100 GW has been targeted from solar energy. In the present business environment, SECI has a major role to play in the sector's development. In all the domains of centralized and decentralized projects, as well as off-grid projects, SECI can impact the solar sector's growth. The year 2016-17 is the Sixth year of formation of SECI and the company now has some important assignments in hand, several of which have also seen substantial work happening. Year on year, there has been a marked expansion of SECI in terms of the revenue generated and the overall portfolio of projects handled.
- 1.3 The present state of the Indian Solar sector presents good investment opportunities and prospects which can be leveraged by SECI owing to its in-house strength and superior engineering capabilities. SECI has already been engaged in Project Development, Power Trading, Project Management Consultancy (PMC), MNRE scheme implementation, Solar Park development, Solar Roof Top projects, off-grid Solar applications including Solar Lanterns, Street Light Systems, etc. With solar energy occupying increasing share in the overall energy mix in the country, it is important that maximum share of value addition in the entire supply chain takes place within the country, where SECI is poised to play the pivotal role.
- 1.4 To remain a responsible corporate entity mindful of its social responsibilities, Solar Energy Corporation of India (SECI) Ltd, a Govt. of India Enterprise, desires to empanel translating agencies to execute the Translating Work (i.e. English to Hindi and Vice Versa) as per requirement.
- 1.5 The empanelment shall be done for an initial period of 03 (Three) years from the date of issue of the Empanelment Agreement and may be extended further for a period of 01 (One) year based on same price, terms and conditions. The interested agencies shall submit their empanelment application in the prescribed format attached with this Request for Empanelment (RfE).
- 1.6 Against the Techno commercial evaluation of the applications of the interested agencies/bidders, the shortlisted bidders/agencies would be required to execute Empanelment Agreements with SECI to execute the translation work for the mentioned contractual period.
- 1.7 Further, the empaneled agencies shall be required to submit the requisite price bids based on the actual requirement shared by SECI & thereby the award for respective translation work will be done to the Lowest L1 translating agency. The agency shall also be required to furnish the necessary

Empanelment of Translating Agency <u>Tender No. SECI/C&P/MI/00/0002/2021</u>
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Empanelment of Agency to Execute the Translation Work (i.e. English to Hindi and Vice Versa) at SECI



supporting documents (EMD, documents in support of assigned work, PBG etc.) based on the actual work allocated/Work order.

- **1.8** The Bidders are advised to read carefully all instructions and conditions appearing in this document and understand them fully. All information and documents required as per the RFE Document must be furnished. Failure to provide the information and/ or documents as required may render the bid technically unacceptable.
- 1.9 The Bidders/Consultants/Agencies/Experts shall be deemed to have examined the Request for Empanelment Document, to have obtained his own information in all matters whatsoever that might affect carrying out the works in line with the scope of work specified elsewhere in the document at the offered rates and to have satisfied himself to the sufficiency of his bid. The Bidder shall be deemed to know the scope, nature and magnitude of the works and requirement of materials, equipment, tools and labour involved, wage structures and as to what all works he has to complete in accordance with the bid documents irrespective of any defects, omissions or errors that may be found in the bid documents.



Bid Information Sheet (BIS)

SECI/C&P/MI/00/0002/2021-22 Dated: 27/08/2021
Request for Empanelment (RfE) for the Empanelment of translating Agency/ies to Execute the Translation Work (i.e. English to Hindi and Vice Versa) at SECI
03 (Three) years from the date of Empanelment Agreement, which may be further extended by 01 year on same price, terms and conditions.
NA NA
NA
17/09/2021 up to 1400 HRS
17/09/2021, 1600 HRS onwards
To be intimated subsequent to the shortlisting of Techno-Commercial Bids
Sh. Kartik Ganesan Deputy Manager (C&P) Solar Energy Corporation of India Limited 6th Floor, NBCC Office Complex Tower – 2, East Kidwai Nagar, New Delhi – 110023 Telephone: 011 24666200, Extension 273 E mail: contracts@seci.co.in;kartikganesan@seci.co.in

Important Note:

Prospective Bidder/Agency are requested to remain updated for any notices/amendments/clarifications etc. to the RfE 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 RfE Document shall be updated in the SECI website www.seci.co.in

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SECTION II

SCOPE OF WORK (SOW) AND ELIGIBILITY CRITERIA



1. Broad Scope of Work

Bidder/Agency to this RfE are required to provide the following services:

(i) The scope of the work shall include varied translation works (English to Hindi or vice versa) having approximately 3,00,000 words per annum viz. Reports, Documents, Contents of websites, MOU (Memorandum of Undertaking), Annual Report, performance Budget, Outcome Budget, Demand of Grants, Policies, Manuals, Advertisement, press related documents, vetting, typing, re-typing, proof reading etc & any other document required by the SECI

2. Deliverables

The agency shall execute/complete such work as per the timeline mentioned in specific order issued.

3. Eligibility Criteria

A. General Eligibility Criteria

- i. The Bidder should be a body incorporated in India under the Companies Act, 2013 including any amendment thereto. Government owned Enterprises who are registered and incorporated in India & Limited Liability Companies engaged in the business of translating are also eligible for this RfE. Those companies who have been debarred/blacklisted by the Government of India or SECI for conducting business, are not eligible to participate in this RfE.
- ii. Limited Liability Partnerships, Proprietorships, Partnerships, NGOs, Charitable Trusts, Individuals and Educational Societies who are engaged in the business of translating also allowed to participate in the bidding process.

B. Technical and Financial Eligibility Criteria

The Bidder shall meet the Technical & Financial Eligibility criteria as mentioned below -

- I.Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which bids are invited should be either of the following: -
- a. Three similar works costing not less than the amount equal to INR 3,60,000 (Three Lakhs Sixty Thousand Only).

or

b. Two similar works costing not less than the amount equal to INR 4,50,000 (Four Lakh

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Fifty Thousand Only)

or

c. One similar work costing not less than the amount equal to INR 7,20,000 (Seven Lakh Twenty Thousand Only)

Similar works means that the bidder should have completed the translation work (i.e. English to Hindi or Vice Versa).

- II. The Employer may assess the capacity and capability of the bidder, to successfully execute the scope of work covered under the RfE document. This assessment shall inter-alia include (i) document verification, (ii) bidder's works, (iii) details of work executed, (iv) details of facilities, manpower and financial resources, (v) past experience.
- III. The list of Similar works completed prior to Techno-Commercial Bid Opening date, along with a scanned copy of the Work order / Contract / Agreement/LOI from the Client / Owner shall be submitted in support of Clause B above.
- IV. The Bidder shall furnish copies of the above documents along with the Bid in support of meeting the above-mentioned requirement.

C. FINANCIAL ELIGIBILITY CONDITIONS

Average Annual financial turnover during the last 3 years, ending 31 March of the previous financial year, should be at least of INR 2,70,000 (Two Lakhs Seventy Thousand Only).

AND

The net worth for the last financial year should be positive. "Net Worth" of the Bidder shall be calculated as per the Companies Act, 2013. Net worth for Limited Liability Partnerships, NGO's, Charitable trust, Educational Societies, Partnerships, Individuals and Proprietorship firms will be calculated as per general accounting rules and concept.

- a. The Bidder will provide a copy each of audited annual report of previous three financial years for ascertaining their turnover and Net Worth for the purpose of verification.
- i. The derivation of "Net Worth" of the Bidder shall be calculated as per Company Act 2013.
- ii. Other income (as per the Companies Act, 2013 including amendment/ clarifications), shall not be considered for arriving at annual turnover.
- iii. A scanned copy of Certificate of Incorporation, if applicable of the Bidder shall be

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- furnished in the bid (through online mode).
- iv. Bidders shall furnish documentary evidence as per the prescribed format, duly certified by the Authorized Signatory and the Statutory Auditor / Practicing Chartered Accountant of the Bidding Company in support of their financial eligibility.

The Bidder shall furnish the following documentary evidences along with the Bid in support of meeting of above-mentioned Financial Eligibility Criteria:

- (i) "Details of Financial capability of Bidder" as per format mentioned in RfE document duly signed and stamped by a Chartered Accountant (format attached).
- (ii) Audited financial results i.e. Annual Report including Audited Balance Sheet and Profit & Loss Account Statement for immediate three preceding financial years to meet the above Financial Eligibility Criteria. In case of RfEs having the submission deadline up to 30th September of the relevant financial year and audited financial results of immediate 3 preceding financial years being not available, the bidder has an option to submit the audited financial results of three years immediately prior to relevant financial year. In case the bid submission deadline is after 30th September of the relevant financial year, bidder has to compulsorily submit the audited financial results of immediately preceding three financial years.

4. Other Details

- 1. The Bidder shall furnish documentary evidence in support of meeting Eligibility Criteria as indicated above to the satisfaction of SECI.
- 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.
- 3. Late RfEs shall not be accepted under any circumstances.
- 4. SECI takes no responsibility for delay, loss, or non-receipt of the Bid sent by post/courier.
- 5. SECI reserves the right to accept or reject any or all proposals without assigning any reasons. No RfEer shall have any cause of action or claim against the SECI for rejection of his proposal.
- 6. SECI shall award work after evaluation looking into feasibility, capacity, and competency of the agency.





SECTION III

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



GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

- 1.1 In this RfE (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 submitted by the Bidder along with all documents/ credentials/ attachments/ annexure etc., in response to the RfE, in accordance with the terms and conditions hereof.
- 1.1.3 **BIDDER** means the Agency or Firms or Individuals or Bidding Company submitting the Bid. Any reference to the Bidder includes Bidding Company 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 firm or Company or corporation whose RfE 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 HR/Admin 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 RfE 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 RfE.
- 1.1.11 **EFFECTIVE DATE** means the date of award of Empanelment from which the Time for Completion of the agreement shall be determined.

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- 1.1.12 GOODS & SERVICE TAX (GST) is an indirect tax throughout India to replace taxes levied by the central and state governments. Goods & Services Tax is a comprehensive, multistage, destination-based tax that will be levied on every value addition.
- 1.1.13 **EMPANELMENT AGREEMENT** means the official agreement executed between SECI & the agency regarding the mentioned translation work.
- 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 RfE 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 **RFE** means the process whereby Owner invite bids for Projects/ Works/ Facilities that are submitted within a finite deadline by the Bidder/ Contractor.
- 1.1.18 **WEEK** means a period of any consecutive seven days.
- 1.1.19 **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.

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. CONTRACTOR'S LIABILITY TOWARDS INDEMNITY

2.1 SECI will not be responsible for any claim, mishap or accident if any, enroute or during Journeys to during the entire of Scope of Work of the RfE document. SECI shall neither be responsible

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nor liable to pay any compensation for any mishap, injury or death caused to the Experts/Agencies/Consultants/operating staff in the event of any accident or mishap while on contractor's duty or during journey related to this RfE.

- 2.2 Contractor/ Agency will be solely responsible for their acts & deeds during the inspection/Travel/Execution of the allocated work by SECI. Any instance of damage to the allocated works, misconduct, manipulation of original facts & false use of SECI's name & credentials will be treated as a serious offence & will be covered under fraudulent practices under this RfE conditions & in no way SECI will stand responsible for all such instances/cases.
- 2.3 The Contractor/Agency 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 service provider or any of the persons deployed by it in the performance of the obligations under this contract.

3. EMPANELMENT PERIOD

- a. The period of Empanelment shall be for 03 (Three) years from the date of Empanelment Agreement (EA). SECI may extend the contract beyond the original period of contract by one more year based on its sole discretion subject to the satisfactory performance of the contractor/Bidder & on the same price, terms and conditions. The Contractor Zero date shall start from the date of issuance of the EA to the Contractor/Agency.
- b. SECI will Intimate/notify the successful bidder in writing, through intimation/notification that his bid has been accepted. The notification/Intimation 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 notification/intimation, within two weeks from the date of issue of the notification/intimation letter. The date of commencement of services will be notified to the successful bidder in the notification/intimation letter issued. No correspondence will be entertained by SECI from the unsuccessful bidders.

4. CONTRACTUAL LIABILITY

Agency total aggregate liability for any and all loss or damage arising under or in connection with this Contract (whether in contract or otherwise) towards SECI shall not exceed the total contract value for a specific Work order.

5. TERMINATION OF EMPANELMENT AGREEMENT/CONTRACT

5.1 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 Empanelment

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Agreement/ contract and agreement, then in that event, the SECI will be entitled to terminate this Empanelment Agreement/contract at any time without assigning any reasons whatsoever.

5.2 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.

6. 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 RfE related to all Legal/Arbitration matters.

7. 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 Head of HR department or by 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 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.

8. 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.

9. AMENDMENT TO RFE DOCUMENTS

- 9.1 At any time prior to the deadline for the submission of RfEs, the Controlling officer (Not below the rank of AGM) may, for any reason, whether at his own initiative or in response to a clarification or query raised by a prospective RfE, modify the RfE documents by an amendment. A prospective bidder requiring any clarification of the RfE documents may send their queries on E-mail/Letters not later than the date of seeking clarifications given under RfE.
- **9.2** Without prejudice to the order of preference, the provisions in such addenda shall take priority over the Invitation to RfE and RfE Documents issued previously. RfE should download such addenda and consider them in the RfE submittal.
- **9.3** In order to afford prospective RfE reasonable time for preparing their RfEs after considering such amendments, the Controlling Officer or the owner may, at his discretion, extend the deadline for the submission of RfEs.

10.BID VALIDITY

The Bid shall be valid for a period of **180 days** (both days inclusive i.e. the date of opening of bids) from the Date of Opening of bids. In exceptional circumstances, prior to expiry of the original RfE validity period, the owner may request that the RfE 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 RfE may refuse the request based on his own discretion. A RfE agreeing to the request will not be required or permitted to modify his RfE.

11. EARNEST MONEY DEPOSIT (EMD)

The bidder shall be required to submit a Bid Securing declaration as specified in the **Bid Information Sheet** as Bid Securing declaration, for keeping the offer open till such date as might be specified in the RfE. Bids not accompanied with Bid Securing declaration as provided in the **Bid Information Sheet** shall be summarily rejected.

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12. PERFORMANCE SECURITY

Not Applicable

13. PAYMENT TERMS

The 100% payment to the Contractor/Agency shall be made after completion of work allocated on specific requirement basis & against the submission of final report in line with the mentioned Scope of Work of the award to be issued by SECI. Bills for the completed assigned work in all respect shall be submitted to SECI office. Payment shall be made within a period of 30 days on credit basis against verification by the concerned officer in charge/HR Department.

All payment made hereunder shall be subject to applicable tax deduction at source under Income Tax Act & GST law and any other deduction on account of any other tax, levy assessment or other charges applicable if any.

In case of GST, Liability to pay tax shall lie with the contractor as may be required by the Governing Law

14. STRUCTURING OF BID SELECTION PROCESS

A "Single Stage, Single Envelope" bidding has been envisaged under this RFE. Bidders have to submit the Techno-Commercial Bid (Envelope-I) in response to this RfE offline mode only. The preparation of bid proposal has to be in the manner described in Clause No. 21, Section-III, Instructions to Bidders (ITB) of RfE documents.

15. FINANCIAL BIDS

Not Applicable at this stage.

16. DEVIATIONS

The bidder should clearly read and understand all the terms and conditions, specifications, etc. mentioned in the original RfE 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 RfE documents. If this condition is not complied with, RfE is liable to be rejected.

17. WITHDRAWAL OF BIDS

No RfE can be withdrawn after Techno commercial Bid Opening date during RfE validity period. Submission of a RfE by a bidder implies that he had read all the RfE documents including amendments if any, visited the site and has made himself aware of the scope and specifications of

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the job to be done, local conditions and other factors having any bearing on the required job.

18. CLARIFICATIONS OF THE BIDS

To assist the examination, evaluation and comparison of the RfEs, 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 condition or substance of the RfE shall be either sought or permitted. Above clarification and their response shall form part of the RfE and shall be binding on the bidder.

19. CANVASSING

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

20. 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.

21. METHOD OF BID SUBMISSION

The Techno Commercial in response to this RfE Document shall be submitted by the Bidder in the manner as provided below.

(A) ENVELOPE- I (TECHNO COMMERCIAL ENVELOPE)

DOCUMENTS LISTED BELOW 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 RfE Document. Envelope shall be super scribed as "Empanelment of Agency to Execute the Translation Work (i.e. English to Hindi and Vice Versa) at Solar Energy Corporation of India Limited (SECI)" comprising of following Documents

- i. Bid Processing Fee as prescribed in the RfE Document (if applicable)
- ii. Covering Letter as per Format I.
- iii. General particulars of the Bidder as per the Format II
- iv. Bid Securing declaration as prescribed in the RfE Document as per Format III
- v. Experience Details as per Format VI & complete set of Experience documents in

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- support of the eligibility as per clause No 5 of Section II
- vi. 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 / Board resolution for such authorization
- x. Signed and stamped Copy of RfE Documents including amendments (If any) & clarifications by Authorised signatory.
- xi. Copy of GST registration No, PAN Card and Income Tax Registration
- xii. 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.

22. TECHNO COMMERCIAL PROPOSAL DUE DATE

The Bidder should submit the Techno Commercial Proposals in offline Mode only in Hard Copies so as to reach the address indicated below by 1400 HRS (IST) on or before 17/09/2021 in the name of

Sh. Kartik Ganesan

Deputy Manager (C&P)

Solar Energy Corporation of India Limited

6th floor, NBCC Office Complex Tower - 2, East Kidwai Nagar,

New Delhi – 110023

Telephone: 011 24666200, Extension 273 E mail: contracts@seci.co.in; kartikganesan@seci.co.in

23. STICKER FOR THE BID ENVELOPE

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

Response to RfE Document for "Empanelment of Agency to Execute the Translation Work (i.e. English to Hindi and Vice Versa) at Solar Energy Corporation of India Limited (SECI)"	
RfE Document No.	
Due Date of Submission	
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)

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	SOLAR ENERGY CORPORATION OF I	NDIA
	LIMITED,	
Bid Submitted to	6 th Floor, NBCC Office Complex Tower - 2,	
	Kidwai Nagar, New Delhi-110023, Tel:	011-
	24666273	

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

24. CLARIFICATIONS

SECI will not enter into any correspondence with the Bidder, except to furnish clarifications on RfE Document, if necessary. The Bidder may seek clarifications or suggest amendments to RfE Document online through E Mails or in the form of Letters addressed at the Email ID & registered office address as mention in the bidding document.

SECI is not under any obligation to entertain/ respond to suggestions made or to incorporate modifications sought for.

25. ZERO DEVIATION

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

26. DEFAULT IN CONTRACTS OBLIGATION

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 successful bidder but in any case, total liability of the Successful Bidder under this contract shall not exceed total contract value/price.

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 Successful Bidder, terminate the Contract in whole or part as following.

- if the Successful Bidder fails to deliver any or all of the Work as required by SECI.
- if the Successful Bidder fails to perform any other obligation(s)/duties under the Contract
- If the Successful Bidder, in the judgment of SECI has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

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27. CORRESPONDENCE

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

Name	Contact Number	Email id
Sh. A.K Sinha	011-24666220	ajay.k.sinha@seci.co.in
Sh. Kaushik Bhar	011-24666223	Kaushik.bhar@seci.co.in
Sh. Sandeep Kumar	011-24666231	sandeeprana@seci.co.in
Sh. Kartik Ganesan	011-24666273	kartikganesan@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 RFE

- 1.1 General Evaluation: First of all, it will be determined whether each RfE is accompanied with the Bid Securing Declaration & Bid Processing Fess (if applicable) i.e. the required amount and in an acceptable form. RfEs not accompanied with the Bid Securing Declaration shall be liable for rejection and may not be evaluated further. However, SECI may seek clarifications from the Bidders so as to ascertain the correctness of facts & documents as presented by the Bidder. Other aspects of general evaluation will be done as per clause No. 3 (Eligibility Criteria) of Section II of the RfE Document
- 1.2 Evaluation of minimum eligibility criteria- This evaluation will be done to check if the RfE qualifies the minimum eligibility criteria of "work experience" & "Financial standing" as laid down in Clause No. 3 of SECTION II of the RfE Document. RfE, which do not qualify in minimum eligibility criteria or bid criteria, shall not be considered for further evaluation and shall be rejected. Maximum 03 (Three) agencies will be Empanelled with SECI based on evaluation of submitted of documents under this document. The preferences will be given to agency who have higher the Minimum Average Annual Turnover (MAAT) as defined under this document.
- 1.3 Evaluation of Responsiveness- The owner will determine whether each RfE is substantially responsive to the requirements of the RfE Documents i.e. it conforms to all terms, conditions and specifications of the RfE 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.

2. NOTIFICATION OF EMPANELMENT

- 2.1 Prior to the expiry of 'Period of Bid Validity', Employer/ Owner will notify the successful bidder in writing, in the form of "Notification of Empanelment (NoE)" through SECI Website/e-mail/ courier/ registered post, that his bid has been accepted. The Notification of Empanelment (NoE) will constitute the formation of the Contract.
- 2.2 Contract Period shall commence from the date of "Notification of Empanelment (NoE)". The Notification of Empanelment (NoE) will constitute the formation of a Contract, until the Contract has been effected pursuant to signing of Agreement as per Clause No. 3 below.
- 2.3 The "Notification of Empanelment (NoE)" shall be issued to successful bidder. The successful bidder is required to response to the issued NOE including all the Appendix, Annexures as a token of acknowledgement within 03 (Three) days from the date of its issuance.
- 2.4 In case the successful bidder fails to acknowledge the acceptance of Notification of Empanelment (NoE), as mentioned above vide clause no. 2.3, same will be treated as a case of non-responsiveness.

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3. EMPANELMENT AGREEMENT (EA)

- 3.1 The successful Bidder/ Agency shall be required to execute the 'Empanelment Agreement' on a 'non-judicial stamp paper' of appropriate value [cost of the 'stamp-paper' shall be borne by the successful Bidder/ Agency] and of 'state' New Delhi only, within '07 [Seven] days' of issuance of the "Notification of Empanelment [NoE]".
- 3.2 In case the successful bidder fails to execute the 'Empanelment Agreement' as mentioned above vide clause no. 3.1, same will be treated as a case of non-responsiveness & default. Same may constitute sufficient grounds for take appropriate action for debarring of the concerned agency.
- 3.3 In case of Non-response/ acceptance to the NoE or CA by the successful bidder, Employer/ Owner at its sole discretion may take appropriate actions by annulling the entire RfE process.





SECTION V

FORMS & FORMATS



Format-I

COVERING LETTER

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

Da	te:
Re	ference No:
Fro	om: (Insert name and address of Bidding Company)
Tel Fa: E-r To	
6 th	lar Energy Corporation of India Limited Floor, NBCC Office Complex Tower - 2, East Kidwai Nagar, w Delhi – 110023
	b: Response to RfE Document Nodated for RfE document for Agency for at SECI.
De	ar Sir,
the afc inc	e, the undersigned [insert name of the 'Bidder'] having read, examined and understood in detail RfE Document hereby submit our response to RfE Document. We confirm that in response to the resaid RfE Document, we including have not submitted more than one response to RfE Document luding this response to RfE Document. We are submitting application for Agency for
1.	We give our unconditional acceptance to the RfE Document, dated
	We have enclosed the Bid Securing Declaration in the due format of SECI.t We have submitted our response to RfE Document strictly of this RfE Document without any

- deviations, conditions and without mentioning any assumptions or notes in the said Formats.
- 4. 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 RfE 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 RfE Document, in the event of our selection as Successful Bidder.
- 6. We are enclosing herewith our response to the RfE Document with formats duly signed as desired by you in the RfE Document for your consideration.
- 7. It is confirmed that our response to the RfE Document is consistent with all the requirements of submission as stated in the RfE Document and subsequent communications from SECI.

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- 8. The information submitted in our response to the RfE 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 RfE Document.
- 9. 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.

	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 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 RfE).
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 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.
Da	ted the day of , 20
Th	anking you,
Yo	urs faithfully,
(Na	ame, Designation and Signature of Authorized Person)



Format-II

GENERAL PARTICULARS OF THE BIDDER

Name of the Consulting Agency/Firm (Bidder)	
Registered Office Address	
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.	
PAN No	
	Yes No
Whether the Vendor is registered/ Likely to be	If Yes, then customer will be treated as
registered under GST	registered customer & he will have to provide further details as stated on the below left
	hand side
GST ID (Proof to be submitted - GST No	Hallu Slue
acknowledgement OR Email from Gol)	
· · · · · · · · · · · · · · · · · · ·	
GSTN Address	
	1.
Available infrastructure	2.
	3.
Area of core competence (if needed attach	1.
separate sheet)	2.
•	3.
Details of major assignments undertaken of a	1.
similar nature in the broad categories	2.
	0
	3.

(Signature of Authorized Signatory)

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Format-III

FORMAT FOR PERFORMANCE SECURITY BANK GAURANTEE:

Not applicable



Format-IV

PROFORMA OF BID SECURING DECLATAION

(The Bidder shall fill in this Form in accordance with the instructions indicated)

Date: [date (as day, month and year)] RfE No.: [number of RfE process]
To: [complete name of Employer]
We, the undersigned, declare that:
We understand that, according to your conditions, Bids must be supported by a Bid-Securing Declaration.
We accept that we will automatically be suspended from being eligible for bidding or submitting proposals in any contract with the Employer/Owner for the period of time of 24 months starting from the last date of bid submission, if we are in breach of our obligation(s) under the Bid conditions, because we:
(a) have withdrawn our Bid during the period of Bid validity specified in the Letter of Bid; or
(b) having been notified of the acceptance of our Bid by the Employer/Owner during the period of Bid validity, (i) fail or refuse to sign the Contract; or (ii) fail or refuse to furnish the Performance Security, if required, in accordance with the ITB/SCC clause.
We understand this Bid Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.
Name of the Bidder
Name of the person duly authorized to sign the Bid on behalf of the Bidder**
Title of the person signing the Bid
Signature of the person named above
Date signed,,
**: Person signing the Bid shall have the power of attorney given by the Bidder attached to the Bid [Note: In case of a Joint Venture/consortium, the Bid-Securing Declaration must be in the name of all members to the Joint Venture/consortium that submits the Bid.]

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Format-V

Not Applicable



Format-VI

PROFORMA: - WORK EXPERIENCE

Project		
Client:		Duration (Start; End Date):
Contract value:	Person months input:	Total person months under the contract:
Firm which undertook work:		
Name of associate Consultant	ts, if any:	
Narrative description of proj	ect:	
Experience relevant to the pre	sent assignment:	

Format for Team Composition and detailed Curriculum Vitae

#	Name	Educational	Position	Years of	Expertise
		Qualification		Experience	
1					
2					
3					
4					

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	ader)
1.	Name of Staff:
2.	Proposed Position
3.	Employer:
4.	Date of Birth:Nationality:
5.	Education
6.	Countries of Work Experience:
7.	Languages:
8.	Employment Record
	From [Year]:To [Year]:
	Employer:
	Positions held:
	Work Undertaken that Best Illustrates Capability to Handle the Tasks defined in the scope work
	Name of assignment or project:
	Year:
	Location:
	Client:
	Main project features:
	Positions held:
	Activities performed:

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Format-VII

FORMAT FOR TURNOVER FOR LAST 03 (THREE) FINANCIAL YEARS

(i.e. Current financial year up to date of submission of RfE & 3 preceding financial years)

S No	Financial Year	Turnover	Remarks
1	2018-19		
2	2019-20		
3	2020-21		

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

- i) Copy of audited balance sheet(s) for last 3 Financial Years ending on 31st March 2021
- ii) In case, audited balance sheet for FY 2020-21 is unavailable, audited balance sheet(s) for FY 2017-18, FY 2018-19 & FY 2019-20 needs to be submitted.

Date:	
Signature of Chartered	Seal and Signature of RfE
Accountant with Seal	



Format-VIII

"NO DEVIATION" CONFIRMATION

То,	
M/s SOLAR ENERGY COPRORATION	N OF INDIA LIMITED
SUB: RFE NO:	
Dear Sir,	
_	exception' in any form may result in rejection of Bid. We, therefore, xception / deviation' anywhere in the Bid and we agree that if any noticed, our Bid may be rejected.
Place: Date:	[Signature of Authorized Signatory of Bidder] Name: Designation: Seal:



FORMAT-IX

E-BANKING MANDATE FORM

(To be issued on Bidder letter head)

 Vendor/customer Name 	1.	е:
--	----	----

- 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) Address:
 - e) Telephone number:
 - f) Type of account (current/saving etc.)
 - g) Account Number:
 - h) RTGS IFSC code of the bank branch
 - i) NEFT IFSC code of the bank branch
 - j) 9 digit MICR code

I/We hereby authorize 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, we would not hold the SECI responsible.

(Signature of vendor/customer)



Format-X

POWER OF ATTORNEY

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

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
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 RfE.
Signed by the within named
(Insert the name of the executant company)
through the hand of
Mrduly 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)

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Atteste	ed
(Signa	ture of the executant)
(Name	, designation and address of the executant)
Signat	ure and stamp of Notary of the place of execution
	on seal of has been affixed in my/our presence pursuant to Board of or's Resolution dated
WITNE	SS
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 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)

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Format-XI

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 Indore	Bank of America NA	
	2. Bank of Tokyo Mitsubishi UFJ Ltd.	
	3. BNP Paribas	
	4. Calyon Bank	
	5. Citi Bank N.A.	
	6. Deutsche Bank A.G	
NATIONALISED BANKS	7. The HongKong and Shanghai Banking Corpn. Ltd.	
1. Allahabad Bank	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.	

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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	10. IDFC
19. Bank of Baroda	11. RBL
	12.South Indian Bank