

15.06.2020

Sub: EOI for selection of Partners for the tender for “Turnkey Project for Supply, Installation, Integration, Commissioning and Maintenance of GPON Equipment, EMS and Solar Power Equipment with VRLA Batteries”.

Reference: Tender Enquiry No: MM/BN-II/GPON/T-683/2020

TCIL intends to participate in the above referred tender floated by Bharat Sanchar Nigam Limited (BSNL).

The scope of work involves Supply, Installation, Integration, Commissioning and Maintenance of GPON Equipment, EMS and Solar Power Equipment with VRLA Batteries, with one year Warranty followed by 7 years AMC, as per the conditions of the tender above).

The complete tender documents and their corrigendum’s are available at below mentioned website:

<http://www.bsnl.co.in> and <https://etenders.gov.in/eprocure/app>

TCIL invites Expression of Interest (EOI) from reputed organizations/ companies to collaborate with TCIL as Partners for above mentioned tender. Bidder for EOI, can be Sole Bidder (OEM of GPON) OR Consortium of two companies with OEM of GPON as one of the Consortium Partner, wherein both would be jointly and severally liable to TCIL for successful execution of the project eventually. However, OEM of GPON will sign Consortium Agreement with TCIL towards end client (BSNL) and at the backend, we can have tripartite Agreement among TCIL, OEM and Third Company.

Bid Submission end date and time is till 24/06/2020 till 1300 Hrs and Bid Opening Date and Time is 25/06/2020 on 1300 Hrs.

Eligibility Criteria:

Pre-Qualification Criteria for Consortium partner

Sr. No.	Criteria	Mandatory documentary evidence to be Submitted
1.	Bidder for EOI, can be Sole Bidder (OEM of GPON) OR Consortium of two companies with OEM of GPON as one of the Consortium Partner, wherein both	a) Valid OEM Documents. b) Undertaking from OEM that they won’t participate in the tender either directly or through consortium agreement with

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	<p>would be jointly and severally liable to TCIL for successful execution of the project eventually. However, OEM of GPON will sign Consortium Agreement with TCIL towards end client (BSNL) and at the backend, we can have tripartite Agreement among TCIL, OEM and Third Company.</p> <p>The OEM of GPON equipment should submit an undertaking that they won't participate in the tender either directly or through consortium agreement with any other bidder company.</p>	<p>any other bidder company and would sign consortium agreement with TCIL towards end client (BSNL), as per the requirements of the tender.</p>
2.	<p>OEM of GPON should have executed Commercial order of minimum of Rs. 50 crores issued by DOT/ BSNL/ MTNL/ State Government/ PSUs, OR, Telecom Service Providers in India for any type of equipment out of GPON OLTs / GEAPON OLTs / MPLS Nodes / STM-16 / STM-64 / DWDM / DSLAM Terminals during the last three (3) financial years i.e. 2016-17, 2017-18, 2018-19.</p>	<p>Experience certificate(s) duly certified from the end user(s) for the satisfactory completion of work and performance of the equipment supplied by them as required under this clause. Client Certificates in this respect should contain contact details of person signing the certificate (including name, designation, telephone number, fax numbers and e-mail id of the signatory).</p>
3.	<p>Bidder shall have annual average turnover of Rs.50 Crores during last three (3) financial years i.e. 2016-17, 2017-18, 2018-19.</p> <p>The financial turnover means revenue</p>	<p>Annual Report & Audited Balance sheet for last three financial years i.e. 2016-17, 2017-18, 2018-19.</p>

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	excluding non-recurring income, income from other sources and stock . “Income” in an audited Profit and Loss Account will be considered. Closing stocks in whatsoever manner should not form part of turnover.	
4.	Bidder should submit Solvency Certificate from a nationalized schedule bank in India for a value not less than Rs. 50 Crores.	Solvency Certificate from a nationalized schedule bank in India
5.	The Sole Bidder or each member of Consortium (including lead bidder) shall be registered & incorporated in India under the Companies Act, 1956/2013.	Copy of Certification of Incorporation
6.	Power of Attorney/ Board Resolution for the signing authority for Sole Bidder or each member of Consortium (including Lead Bidder).	Power of Attorney/Board Resolution in favour of authorized signatory who will sign the Bid Documents (also digitally).
7.	The Sole Bidder or each member of Consortium (including lead bidder) should have Valid PAN	Copy of Valid PAN Card
8.	The Sole Bidder or each member of Consortium (including lead bidder) should have Valid GST Registration Certificate. In case of multiple GSTIN(s), the bidder should provide details for all.	Valid GST Registration Certificates.
9.	OEM of GPON should have valid	Undertaking stating that the bidder has valid

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	TAC/TSEC issued by DOT/BSNL in conformation of the GR/specification mentioned in the Section-3 of the main tender document.	Certification and will submit the same at alongwith Technical Bid.
10.	The Sole Bidder or each member of Consortium (including lead bidder) should not have incurred losses during last three financial years (FY 2016-17, FY 2017-18, FY 2018-19).	a) Copy of Audited financial statements for the last three financial years (FY 2016-17, 2017-18, 2018-19). b) Certificate duly signed by the CA stating that the bidder has not incurred any losses during last three financial years (FY 2016-17, FY 2017-18, FY 2018-19).
11.	The Sole Bidder or each member of Consortium (including lead bidder) should have positive Net Worth as on 31st March 2019.	a) Copy of Audited financial Statements for the last three financial years (FY 2016-17, 2017-18, 2018-19). b) Certificate duly signed by the CA stating that the bidder has positive Net Worth as on 31st March 2019.
12.	The Sole Bidder or Lead Bidder of Consortium should agree to abide by all the technical, commercial & financial conditions of the Tender for which EOI is submitted on back to back basis except pricing, termination & risk purchase rights of the TCIL. TCIL shall release payment to selected bidder after the receipt of corresponding payment from end client (BSNL) by TCIL. If selected	Self-certification duly signed by authorized signatory on company letter head.

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	bidder fails to execute its portion of work, then the same shall be executed by TCIL through third party or departmentally at the risk and cost of selected bidder (OEM).	
13.	Sole Bidder or each member of the Consortium (including Lead Bidder) shall have to sign MOU/ agreement, Pre-Contract Integrity Pact & non-disclosure agreements with TCIL.	a) Self-certification duly signed by authorized signatory on company letter head that they will sign MOU/Agreement, Non-Disclosure Agreement on a non-judicial stamp paper of Rs. 100/- in the prescribed Format (Annexure – A) and Integrity Pact as available in TCIL Website.
14.	All disputes or differences whatsoever arising among the parties under and/or in connection with and/or in respect of this Tender shall be referred to and decided by a sole arbitrator, who shall be nominated by the CMD, TCIL. The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act of 1996, as amended from time to time, and the venue of the arbitration shall be in New Delhi.	Self-certification duly signed by authorized signatory on company letter head.
15.	Readiness of the Technical Compliant and financially competitive proposal for the tender against which EOI is	Undertaking duly signed by authorized signatory on company letter head that the technical and financial proposal alongwith

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	<p>submitted.</p> <p>Sole Bidder or Lead Bidder of the Consortium must submit their technical and financial proposal along with EMD-TENDER within 3 days of information from TCIL of their possible selection.</p>	<p>EMD-TENDER would be submitted within 3 days of information from TCIL of their possible selection.</p>
16.	<p>The Sole bidder or any member of the consortium (including the Lead Bidder) should be able to provide MAF and other documents required in the tender in favour of TCIL against the proposed products.</p>	<p>Self-certification duly signed by authorized signatory on company letter head.</p>
17.	<p>(a) The Sole bidder or Lead Bidder of Consortium shall furnish Bid with EMD-EOI (Refundable) of the amount INR 5,00,000/- (Five Lakhs Only) alongwith the EOI Response. This EMD-EOI will be refunded to the unsuccessful bidders within 30 (Thirty) days of completion of selection process by TCIL.</p> <p>The EMD-EOI may be forfeited:</p> <ul style="list-style-type: none"> • If bidder submits false/fake documents. • If bidder withdraws its bid after submission. 	<p>(a) EMD-EOI (Refundable): INR 5,00,000/- (Five Lakhs Only) in the form of Bank Guarantee/ Banker's Cheque/ Demand Draft in favour of "Telecommunications Consultants India Limited" payable at New Delhi.</p>

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	<ul style="list-style-type: none"> • If the bidder doesn't submit EMD-TENDER of 50% of the EMD (as defined in 15(b)), required by the end client (BSNL) before TCIL submits the bid to end client (BSNL). <p>(b) The successful EOI Sole bidder or Lead Bidder of Consortium shall furnish EMD-TENDER (Refundable) for 50% of the EMD required by the end client, before TCIL submits the bid to end. EMD-TENDER is 50% of INR 2 Cr i.e. INR 1,00,00,000/-</p> <p>EMD-TENDER will be refunded to the bidder within 30 (Thirty) days after the release of TCIL's EMD by the end client.</p>	<p>(b) An undertaking by the Sole bidder or Lead Bidder of Consortium duly signed by authorized signatory (on the company letterhead) that this EMD-TENDER would be submitted before TCIL submits the tender response to the end client (BSNL)</p> <p><u>Note for a) and b):</u> Sole bidder or Lead Bidder of Consortium shall submit EMD-EOI/EMD-TENDER in the form of Bank Guarantee/ Banker's Cheque/ Demand Draft (DD) in favour of "Telecommunications Consultants India Limited" payable at New Delhi with their bid.</p> <p>TCIL Bank details are as follows:</p> <ul style="list-style-type: none"> • Bank Name: ICICI Bank, 9A, Phelps Building, Connaught Place • Account No.: 000705005880 • IFSC Code: ICIC0000007

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		<p>Bank Guarantee from a scheduled National Bank in favour of “Telecommunications Consultants India Limited” payable at New Delhi as per format attached at Annexure B should be submitted.</p> <p>No interest shall be paid by the TCIL on the EMD-EOI or EMD-TENDER.</p>

Note: Bidder must provide necessary supporting documents as proof in respect of the Eligibility Criteria mentioned above. Submission of response to this EOI shall be deemed to have done after careful study and examination of EOI alongwith Tender document with full understanding of its scope, specifications, terms & conditions and implications.

TCIL will choose suitable partners based on the below criteria:

“Sole Bidder (OEM of GPON) OR Consortium of two companies with OEM of GPON as one of the Consortium Partner, wherein both would be jointly and severally liable to TCIL for successful execution of the project eventually. However, OEM of GPON will sign Consortium Agreement with TCIL towards end client (BSNL) and at the backend, we can have tripartite Agreement among TCIL, OEM and Third Company.”

1. **Evaluation Criteria**

Submission of Expression of Interest (EOI)

The bidders meeting the above mentioned pre-qualification criteria may refer the BSNL tender documents and its corrigendum's (Tender Enquiry No: MM/BN-II/GPON/T-683/2020) at <http://www.bsnl.co.in> and <https://etenders.gov.in/eprocure/app> for preparation of their proposal. The bidders shall strictly submit their response through Online mode only:

A. Pre-Qualification Criteria Cover

- EMD-EOI of Rs. 5,00,000/- (Five Lakhs only/-)
- Prequalification Criteria documents.

Evaluation Procedure

- A. EOI without EMD-EOI would be summarily rejected.
- B. In First stage of evaluation, the documents related to the Pre-qualification criteria, including presence of valid EMD-EOI would be evaluated.
- C. In the Second stage of evaluation, TCIL will ask qualified bidders to submit Technical & Financial proposal as per the Tender along with the required EMD-TENDER. The Technical proposal must be as per the requirements of tender and its subsequent corrigendum's especially w.r.t compliance to specifications, Terms & Conditions, Un-priced BoQ with make and model of the equipment's.

D. Evaluation of Financial Proposal:

In the final stage of evaluation, TCIL will open and evaluate the financial proposals of the technically qualified bidders. The bidder whose bid cost is lowest (L1 bidder) will be chosen as pre-tender tie-up Consortium Partner of TCIL for eventually submitting the bid to end client (BSNL). The price quoted by the successful bidder can be further optimized and made competitive before eventual bidding. **However, under no circumstances successful bidder would be allowed to increase the quoted price.**

- E. Failure of submission of back-to-back EMD-TENDER shall result in forfeiture of the EMD-EOI.

Note:

- TCIL reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of TCIL is final and binding on the participants.
- The evaluation committee will determine whether the proposal/information are complete in all respects and the decision of the evaluation committee shall be final.

ANNEXURE-A

NON-DISCLOSURE AGREEMENT

This Agreement is made on _____ day of _____ 20__ between TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED (TCIL) a Government of India enterprises, having its registered and corporate office at TCIL Bhawan, Greater Kailash-1, New Delhi – 110048 hereinafter called TCIL which expression shall unless repugnant to the subject or the context mean and included its successor, nominees or assigns and M/s_____ a company incorporated under the Indian Companies act, 1956, and having its registered office at _____ herein after called “bidder” which expression shall unless repugnant to the subject or the context mean and include its successors, nominees or assigns.

Whereas a EOI was floated by TCIL for **selection of Consortium partner for the tender for “Turnkey Project for Supply, Installation, Integration, Commissioning and Maintenance of GPON Equipment, EMS and Solar Power Equipment with VRLA Batteries”**and M/s_____ is one of the shortlisted bidders. The shortlisted bidder will be issued tender document, which contains highly classified and confidential information. The information is to be protected from unauthorized use and disclosure:

In consideration of this, the bidder agrees as follows:-

1. This Agreement will apply to any information including information listed in Exhibit A attached hereto pertaining to project disclosed by TCIL to the bidder in writing or otherwise information consists of tender document, specifications, designs, plans drawing, software, prototypes and / or technical information, and all copies and derivatives containing such Information, that may be disclosed to bidder for and during the Purpose. Information may be in any form or medium, tangible or intangible, and may be communicated/disclosed in writing, orally, or through visual observation or by any other means by TCIL to the bidder.
2. The bidder shall use the information pertaining to this project only for the purpose and shall hold information in confidence using the same degree of care as it normally exercises to protect its own proprietary information, but not less than reasonable care, taking into account the nature of the information, and shall grant access to information only to its employees who have need to know, but only to the extent necessary to carry out the business purposes of this project as defined in. The bidder shall cause its employees to comply with the provisions of this Agreement applicable to his and shall not reproduce information without prior permission of TCIL. The permission to reproduce shall only be given if considered necessary and to the extent essential for fulfilling the purpose. The bidder may, however, disclose the information to its consultants and contractors with a need to know; provided that by doing so, the bidder agrees to bind those consultants and contractors to terms at least as restrictive as those stated herein, advise them of their obligations and indemnify TCIL for any breach of those obligations.
3. The bidder shall not disclose any information pertaining to this project to any third party.
4. Upon the request of TCIL, he shall return all information to TCIL immediately, provided, however, that an archival copy of the information may be retained in the files of the bidder's counsel, solely for the purpose of providing the contents of the information.
5. In case the bidder is not selected for awarding the work of this project, he shall return to TCIL all the original documents that have been made over by TCIL to him pertaining to this project Within 15 days of outcome of the tender and shall destroy all hard / soft copy/(ies) of the information pertaining to this project. Intimation in this regard is to be given by bidder to TCIL.
6. The bidder recognizes and agrees that all the information pertaining to this project is highly confidential and is owned solely by TCIL, Govt of India and that the unauthorized disclosure or use of such Confidential information would cause irreparable harm and significant injury, the degree of which may be difficult to ascertain. Accordingly, the bidder agrees that TCIL will have the right to obtain an immediate injunction enjoining any breach of this Agreement, as well as the right to pursue any and all other rights and remedies available at law or in equity for such a breach.

7. The bidder's failure to enforce any provision, right or remedy under this agreement shall not constitute waiver of such provision, right or remedy.
8. This Agreement will be construed in, interpreted and applied in accordance with the laws of India.
9. This Agreement and Exhibit A attached hereto constitutes the entire agreement with respect to the bidder's obligations in connection with information disclosed hereunder.
10. The bidder shall not assign this Agreement without first securing TCIL's written consent.
11. This agreement will remain in effect for ten years from the date of the last disclosure of confidential information, at which time it will terminate, unless extended by TCIL in writing.

IN WITNESS WHEREOF, the parties hereto have executed this agreement by their duly authorized officer or representatives.

M/s _____

TELECOMMUNICATIONS CONSULTANTS INDIA
LIMITED

Signature _____

Signature _____

Printed Name _____

Printed Name _____

Title _____

Title _____

Exhibit 'A'

(Refer Para 1 aboveof NDA)

- 1. Business Purpose.**
- 2. Tender No:**
- 3. Confidential Information of TELECOMMUNICATIONS CONSULTANTS INDIA LIMITED (TCIL)**
 - 3.1. Tender document for “ **Turnkey Project for Supply, Installation, Integration, Commissioning and Maintenance of GPON Equipment, EMS and Solar Power Equipment with VRLA Batteries**”.
 - 3.2. The technical specifications for “ **Turnkey Project for Supply, Installation, Integration, Commissioning and Maintenance of GPON Equipment, EMS and Solar Power Equipment with VRLA Batteries**”.
 - 3.3. All information shared in oral or in written by TCIL with M/s_____.

TCIL : _____

M/s _____

Signed

Signed

ANNEXURE-B

FORMAT OF BID BOND (EMD)

Whereas (Hereinafter called “the Bidder”) has submitted its bid dated For the supply of Vide Tender No. dated KNOW ALL MEN by these presents that WE OF Having our registered office at (hereinafter called “the Bank”) are bound unto Telecommunications Consultants India Limited (hereinafter called “the Purchaser”) in the sum of Rs. for which payment will and truly to be made of the said Purchaser, the Bank binds itself, its successors and assigns by these present.

THE CONDITIONS of the obligation are:

1. If the Bidder withdraws his bid during the period of bid validity specified by the Bidder on the Bid form or
2. If the Bidder, having been notified of the acceptance of his bid by the Purchaser during the period of bid validity
 - (a) **fails or refuses to execute the Contract, if required; or**
 - (b) **fails or refuses to furnish the Performance Security, in accordance with the instructions to Bidders.**

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand, the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including THIRTY (30) days after the Period of bid validity and any demand in respect thereof should reach the Bank not later than the specified date/dates.

Signature of the Bank Authority

Name

Signed in Capacity of

Name & Signature of witness

Full address of Branch

Address of witness

Tel No. of Branch

Fax No. of Branch