

# **EOI for System integrator in Smart City project**

# 1.0 Introduction:

Bharat Sanchar Nigam Ltd (BSNL), a wholly owned Public Sector Enterprise of the Govt of India is a leading Telecom Service Provider in the country with PAN-India presence except in Delhi and Mumbai Metro Cities.

Government of India has come up with Smart City Mission where many cities have been selected for transformation into Smart Cities and in future many more cities will be coming in the umbrella of Smart City. Essential Component in the Smart City Transformation is the implementation of new Smart ICT Solutions or implementation of Smart Solutions over existing infrastructure.

The most important requirement for Smart City implementation is Core Communication Network/Infrastructure to interconnect various Smart Elements. Considering this fact, great role of BSNL in this Smart City Mission is envisaged. As per current trends, Complete End to end Smart Solutions Implementation, which includes the Bandwidth Provisioning as well as other IT Hardware/Software/Sensors/Smart Elements/Command and Control Centre etc., is demanded.

Accordingly, BSNL invites proposal from System Integrators who has the capability of providing customised SmartICT based solutions leveraging the existing Communication Network/Infrastructure of BSNL under Smart City Mission.

# 2.0 Eligibility Qualifications

The System Integrator is required to meet the following criteria -

- The SI should be a corporate entity duly incorporated in India under the relevant law and engaged in the business of providing ICT based Smart Solutions.
- ii) SI should have firm orders of four or more <u>ICT based works</u>, given by State /Urban Authorities in India or Abroad in last 3 Years. These works could be individual projects or part of larger projects. The four or more <u>Smart City Works/ICT Works</u> out of the following indicative works should each have a value of not less than Rs10 crores.
  - 1. Smart Lighting Poles
  - 2. Smart Parking
  - 3. Smart Kiosks
  - 4. Smart Transport Management System
  - 5. Smart Building Management System
  - 6. CCTV Surveillance
  - 7. Citizen Centric Applications
  - 8. Command and Control Centre
  - 9. Smart Utility Management System
  - 10. Wi Fi Hot spot
  - 11. Web Hosting and related cloud computing services
  - 12.ICT based Solid waste Management
  - 13. Tele-Education and Tele-Medicine
  - iii). The System Integrator, fulfilling the above criteria shall have an average annual turnover of Rs. 500 Cr or more in last 3 years.

# 3.0 Business Methodology -

 The business aim of BSNL is to utilise the existing telecom infrastructure of BSNL for creation of Smart City Infrastructure. The foremost requirement from System Integrator will be to design Smart ICT Solutions utilising the BSNL existing infrastructure to the fullest.

- BSNL for the Smart City Projects shall empanel System Integrators for participating together in Bidding process / nominated works for Smart City throughout the country.
- All the eligible empanelled System Integrators will be required to submit their technical scores based on the RFP requirement of a particular bid. The System Integrator shall be selected based on the technical marks quoted .The SI with the highest marks in Technical Qualification (TQ) shall be selected for that particular bid.
- Technical marks quoted to BSNL by the SIs should not be different from the technical scores submitted by them to the bidding authorities, for a particular bid. If it is found that there is difference in the technical scores submitted to BSNL and to the authorities, empanelment of SI may be cancelled by BSNL.
- However, if SI is not willing to participate or is not eligible in a particular bid, the same needs to be communicated to BSNL well in advance.
- In case of Smart City work awarded to BSNL on nomination basis, selection of SI shall be done based on the financial score. BSNL shall invite financial bids from all the empanelled System Integrators for the nominated project and work shall be allotted to the SI with the lowest bid.

# 4.0 Commercial Conditions

- A. System Integrator should already have <u>agreements / MAFs</u> in place with the leading and renowned OEMs and Technology Partners for offering the solutions along with BSNL.List of such OEM partners along with of categorisation of partner with other details shall be provide by the SIs beforehand.
- B. The SI should have valid <u>ISO certifications- ISO 9000, ISO 20000, ISO 27000</u> in the field of IT Systems Integration and other related fields.
- C. The System Integrator should not have been defaulted/blacklisted regarding bad performance/delayed delivery or for any other reason by any Central/State Govt departments, Autonomous Bodies, Private

- organisation from participating in projects either individually or as a member of a consortium as on the date of submission of EOI.
- D. The SI must comply with all regulatory and legal guidelines issued by GOI/DOT/TRAI regarding M-Gov., E-Gov., and IOT/M2M & Smart City Solutions. (Attach an undertaking confirmation)
- E. The SI should also submit a declaration stating that in case BSNL jointly participates in the tender with the bidder then the bidder should be ready to submit the performance security/EMD etc. on back to back basis as per value/amount required by the tendering authority.
- F. **Duration of Agreement: 1** year (12 months) initially and thereafter on year to year basis on mutual agreed terms.
- G. Empanelment Fee: 10 Lakhs Mode of Payment: Cheque/DD/RTGS

  Empanelment fee is valid for entire partnership duration with selected SI.

  Empanelment fee is non refundable.
- H. **Submission of EMD, PBG etc.**: No BG is required to be deposited at the time of empanelment. The same will be decided at the time of signing agreement for execution of projects on case to case basis.

#### Exit Clause-

- 1. If SI (System Integrator) want to exit during the agreement period this move shall carry following penalties on SI:
- a. Surrender of all equipment and transfer of ownership to BSNL at zero cost to BSNL.
- b. The sum of all consequential damages, if any that arise on account of pre-mature closure will be borne by SI.
- c. Infrastructure will be transferred to BSNL at depreciated cost.
- d. Cost of any contract with any third party will be borne by SI till currency of existing contracts.
- e. SI will pay all dues to BSNL if any and take "NOC" from BSNL.
- f. SI will refrain to take up any new telecom business for next 2 years.
- g. Limitation of liability clause may be incorporated in contract between SI and BSNL limiting it to contractual value under SI/BSNL contract.

- 2. If SI (System Integrator) exits after agreement period, SI will do the following:
- a. Infrastructure will be transferred to BSNL at depreciated cost.
- b. Cost of any contract with any third party will be borne by SI till currency of existing contracts.
- c. SI will pay all dues to BSNL if any and take "NOC" from BSNL.
- 3. SI has to handover all the records /data (manually/computerized) to BSNL, in both cases if SI wants to exit during agreement period or after agreement period.
- 4. SI will have to clear all the agreement period.

# **5.0 Termination of contract due to non-performance (default)** [Exit Clause invoked by BSNL]

- 1. BSNL may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the SI (System Integrator), terminate this contract in whole or in part
- a. If SI (System Integrator) fails to deliver any or all of the goods and perform services within the time period(s) as specified in the contract, or any extension thereof granted by the BSNL;
- b. If SI (System Integrator) fails to perform any other obligation(s) under the Contract; and
  - 2. If SI (System Integrator), in either of the above circumstances, does not remedy his failure within a period of 15 days (or such longer period as the purchaser may authorize in writing) after receipt of the default notice from the BSNL/client.

# 6.0 Check list for submission of documents in response to EOI:-

- EOI document duly completed and signed by the authorised signatory should be submitted in a sealed cover super scribing "EOI for System integrator in Smart City project"
- Prospective bidders are required to submit the documents to establish eligibility qualifications (Sr 2.0 of EOI).
- Alongwith work/purchase orders, the completion certificate signed by client would be submitted [Sr 2(ii)]

- Duly audited balance sheets for last 3 years 2013-14, 14-15, 15-16 [Sr. 2
   (ii)]
- List with copies of agreements/MAFs with OEMS, technology partners (Sr. 4.0 A).
- Declaration for Sr. 4.0 C
- Certification for ISO 9000, ISO 10000, ISO 27000.
- Undertaking for Sr. 4.0 D.
- Declaration for Sr. 4.0 E
- Empanelment fee in name of AO (Cash) O/o CGM NCNGN payable at New Delhi as per Sr. 4.0 G
- Clause by clause compliance for all provision of EOI, by signing each page of EOI mentioning "fully complied" on each page.
- POA in favour of person signing/submitting the response to EOI.

### 7.0 Other Terms and Conditions

- (i) This EOI should not be treated as a commercial tender document and bidders are advised not to offer any price or include any financial aspect with their response.
- (ii) This EOI does not constitute and will not be deemed to constitute any commitment or confirmation on part of BSNL for any purchase/work order to the bidders.
- (iii) Bidders shortlisted in the aforesaid EOI shall be required to sign an Agreement with BSNL on mutually accepted terms and conditions.
- (iv) The bidder shall bear all cost associated with the preparation and submission of its response to this EOI including cost of demo/presentation for the purpose of clarification of the offer if so desired by BSNL. BSNL will in no case by responsible for these costs regardless of the conduct or outcome of the EOI process.
  - (v) EOI document duly completed and signed by the authorised signatory should be submitted in a sealed cover super scribing "EOI for System integrator in Smart City project"
- (vi) Due diligence should be exercised while providing information against the EOI. Unnecessary or irrelevant information will not give any advantage to the bidder. Only relevant and precise information should be provided. If any information provided by the bidder is found to be incorrect at any stage it would render his or her bid liable for rejection and the empanelment fee shall be forfeited.
- (vii) At any time prior to the last date of receipt of the offers, BSNL may for any reason whether at its own initiative or in response to a clarification requested by prospective bidder modify the EOI document and all formats including

Annexures by issuing clarification and/or amendment. In order to provide prospective bidders reasonable time to take the amendment into account in preparing their offers, BSNL may, at its sole discretion, extend the last date for receipt of offers and or make other changes in the requirement set out in the invitation for EOI.

- (viii) While this EOI has been prepared in good faith neither BSNL nor its employees make any representation or warranty, express or implied or accept any responsibility or liability whatsoever in respect of any statement or omission 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 EOI even if any loss or damage is caused by any act or omission on their part.
- (ix) Bidders who are willing to work with BSNL on non-exclusive basis and strictly on back to back terms and conditions may Kindly send your EOI in line with the aforesaid requirements to following address duly sealed in envelope as per (v) above. The last date and time of submission of EoI is 9<sup>th</sup> June 2017, 1500 hours

CGM (NC NGN) Circle Bharat Sanchar Nigam Limited, NCNGN Cell, CTS Compound Netaji Nagar, New Delhi, 110023.

**Note:** BSNL would further reserve the right of periodic review of the entire policy or any element thereof based on its business needs.



**Annexure (criteria for evaluation )** 

S. No.	Items	Marks	Range
1	Turnover (ICT Business)	30	Rs.500 Cr. → Rs.2000 Cr.
			(15 Marks) → (30 Marks)
2	Turnover in Smart City Project	20	Rs.100 Cr. → Rs. 1000 Cr.
			(10 Marks) → (20 Marks)
3	Prior agreement/tie-ups with	20	2 partners → 5 partners
	technology partners/Smart city		(10 Marks) → (20 Marks)
	operating platform providers		
4	Prior agreements with	10	4 Applications → 10 Applications
	application providers		(5 Marks) → (10 Marks)
	and/or/ready applications		
5	Experience in ICT work (in years)	5	3 Years → 6 Years
			(3 Marks) → (5 Marks)
6	Government project experience	5	3 Years → 6 Years
	(in years)	<b>•</b> 17	(3 Marks) → (5 Marks)
7	No. of projects completed in	10	2 Projects → 5 Projects
	time		(5 Marks) → (10 Marks)

\* All relevant certificates should be attached.

# BSNL Connecting India