

Software Technology Parks of India



Expression of Interest (EOI) For Shortlisting of Vendors For Designing, Setting-Up, Operating And Managing of Motion Capture Lab

(EOI No: STPH/NIT/2023-24/01 dated 09th June 2023)

SOFTWARE TECHNOLOGY PARKS OF INDIA
(Ministry of Electronics and Information Technology, Government of India)
6Q3, Cyber Towers, HITEC City, Madhapur, Hyderabad – 500081

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1 Disclaimer

The information contained in this EOI or subsequently provided to the vendor(s), whether verbally or in documentary or any other form by or on behalf of the STPI or any of its employees or advisers, is provided to the vendor(s) on the terms and conditions set out in this EOI and such other terms and conditions subject to which such information is provided. This EOI is issued by the STPI.

This EOI is not an agreement and is neither an offer nor invitation by the STPI to the prospective vendor(s) or any other person. The purpose of this EOI is to provide interested parties with information that may be useful to them in the formulation of their response pursuant to this EOI.

This EOI may not be appropriate for all persons, and it is not possible for the STPI, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this EOI.

The assumptions, assessments, statements, and information contained in this EOI, may not be complete, accurate, adequate, or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this EOI and obtains independent advice from appropriate sources. Information provided in this EOI to the vendor (s) is on a wide range of matters, some of which depend upon the interpretation of the law.

The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. STPI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The STPI its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this EOI or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the EOI and any assessment, assumption, statement or information contained therein or deemed to form part of this EOI or arising in any way in this Selection Process. STPI also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Vendor upon the statements contained in this EOI.

The STPI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this EOI.

The issue of this EOI does not imply that the STPI is bound to select the vendor or vendor(s), as the case may be, for the Motion Capture Lab project and the STPI reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

The vendor shall bear all its costs associated with or relating to the preparation and submission of its proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the STPI, or any other costs incurred in connection with or relating to its proposal. All such costs and expenses will remain with the vendor and the STPI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by the vendor in preparation or submission of the bid, regardless of the conduct or outcome of the selection process.

2 Factsheet

| S. No. | Item | Description |
|--------|--|---|
| 1. | EOI Document No. | STPH/NIT/2023-24/01 |
| 2. | Name of Organization | Software Technology Parks of India |
| 3. | Document Type | Expression of Interest |
| 4. | EOI proposal Validity | 180 |
| 5. | Date of Publication of EOI | 09th June 2023 @ 12:30 hrs |
| 6. | Last Date for Submission of Queries | 14th July 2023 @ 16:00 hrs |
| 7. | For any queries you may reach out to | imagecoe@stpi.in , rameshy@stpi.in |
| 8. | Pre-bid Meeting Date and Venue | <p>The meeting will be held on 22nd June 2023 @ 15:00 hrs at following address:</p> <p>Software Technology Parks of India Network Operations Centre, Dr. MCR HRD Institute, Road No.25, Jubilee Hills, Hyderabad-500033, Telangana</p> <p>and also in online mode through Cisco Webex:</p> <p>https://stpi.webex.com/stpi/j.php?MTID=m5a418ca9d32499da723d334fb3e80b36 Thursday, June 22, 2023 15:00 hrs IST Duration 1 hour Meeting number: 2519 843 5902 Password: 12345678</p> <p>Join by video system Dial 25198435902@stpi.webex.com You can also dial 210.4.202.4 and enter your meeting number.</p> |
| 9. | Last date and time for EOI submission | 20th July 2023 @ 15:00 hrs |
| 10. | Opening date and time of EOI | 21st July 2023 @ 16:00 hrs |
| 11. | Shortlisted participants will be informed through e-mail/over telephone/mobile number/through websites https://hyderabad.stpi.in and https://image.stpi.in . | |
| 12. | Date of presentation | Will be informed through e-mail and over telephone/mobile number. |
| 13. | Address for Communication | <p>Software Technology Parks of India, 6Q3, 6th floor, Cyber Towers, Hi-Tec City, Madhapur, Hyderabad – 500081, Telangana, India +91-40-66415600/11, +91-40-23100501 URL: https://hyderabad.stpi.in, https://image.stpi.in</p> |

3 STPI Overview

Software Technology Parks of India (STPI) is a premier S&T organization under the Ministry of Electronics and Information Technology (MeitY) engaged in promoting the IT/ITES Industry, innovation, R&D, start-ups, product/IP creation in the field of emerging technologies like IoT, Blockchain, Artificial Intelligence (AI), Machine Learning (ML), Computer Vision, Robotics, Robotics Process Automation (RPA), Augmented & Virtual Reality, Animation & Visual effect, Data Science & Analytics for various domains like Gaming, FinTech, AgriTech, MedTech, Autonomous Connected Electric & Shared(ACES) Mobility, ESDM, Cyber Security, Industry 4.0, Drone, Efficiency Augmentation, etc.

STPI is establishing CoEs/Technology incubators for building India's leadership in the above-mentioned technology areas across the country in a collaborative manner. Till date, STPI has launched 22 Centres of Entrepreneurship (CoEs).

STPI is aspiring to become the largest technology startup ecosystem in the country and has been endeavoring to transform the country into a software product nation as envisaged in National Policy on Software Products (NPSP) 2019. In order to achieve this, STPI has evolved a collaborative model wherein government, industry, academia, and other stakeholders are playing a vital role in providing end-to-end support to startups. Aligned with this vision for promoting R&D, innovation, product & IPR creation, STPI is providing state-of-the-art infrastructure, skilling, mentoring, market connect and other necessary support pan-India to startups.

STPI has also embarked on launching Next Generation Incubation Scheme (NGIS), a futuristic incubation scheme to offer comprehensive support & services and extend seed funding to startups from 12 STPI incubation facilities Pan-India at Agartala, Bhilai, Bhopal, Bhubaneswar, Dehradun, Guwahati, Jaipur, Lucknow, Prayagraj, Mohali, Patna & Vijayawada under a common umbrella. To further strengthen the startup ecosystem in the country, STPI has set up or in process of setting up of RF Lab, EV Lab, AV Lab, IoT Lab, MoCap Lab, AI/DA Lab, Innov IoT Lab, CV/AI Lab, ESDM Lab, Health Informatics Lab, MediElectronics Lab, VR/AR Lab, Fintech SandBox, FabLab, SMARTLab, and Atal Incubation Centre (AIC) to enable startups to leverage these facilities for building innovative technology products and solutions in an indigenous manner.

Since its inception in 1991, STPI has been working towards equitable and inclusive IT-led growth Pan-India which in turn has helped promoting Software exports, Science, Technology & Innovation (STI) and Software product development. With 11 jurisdictional directorates and 63 Centres, STPI has expanded its presence Pan-India to support the IT/ITeS Industry. Working closely with all stakeholders, STPI has played a key role in transforming the country as the preferred IT destination, a fact that is aptly proven by the stupendous growth in exports by STPI-registered units from Rs. 52 crores in 1992-93 to Rs. 5.08 lakh crores in 2020-21, which is approx. 45% of the national software exports.

STPI has been the pioneer as Data Communication Service Provider in India since 1993. STPI is having a Unified License for Category-A Internet Service Provider (ISP) with ALL INDIA as the service area. STPI caters to the Data Communication needs of the quality-conscious Indian IT industry, Academia, Govt. Organizations etc. by providing SoftLink Services.

STPI Centers

STPI has expanded its presence Pan-India since its inception in 1991 with 3 centres to promote and disperse the IT/ITES industry to Tier-II/III cities. Today, STPI has 63 centers of which 55 centers are in Tier-II/III cities.

4 Purpose of EOI

STPI invites proposal(s) from the vendor(s) through Expression of Interest (EOI) to design and set up a Motion Capture Lab (MoCap Lab); and operate and manage the lab on **revenue sharing or any other feasible model** at the Jubilee Hills facility of STPI- Hyderabad. In the next stage, STPI may float RFP for the shortlisted/selected vendors through this EOI process.

The vendor should have relevant experience in designing, setting up, operating, and managing the Motion Capture Lab. The vendor is expected to collaborate with STPI to provide Motion Capture Lab services to the end-users for an initial contractual period of 05 years.

5 Background

The Animation, Visual Effects, Gaming and Comic (AVGC) sector in India has the potential to become the torch bearer of “Create in India” & “Brand India”. India has the potential to capture 5% (~\$40 billion) of the global market share by the year 2025, with an annual growth of around 25-30% and creating over 1,60,000 new jobs annually. To further unleash the scope of the AVGC sector, the Government of India is working on policies to realize and build domestic capacity for serving our markets and the global demand. As a measure to achieve this objective, the Government of India has initiated the development of enabling infrastructure which will transform the capacity and capability of the AVGC industry based in INDIA to compete in the global arena.

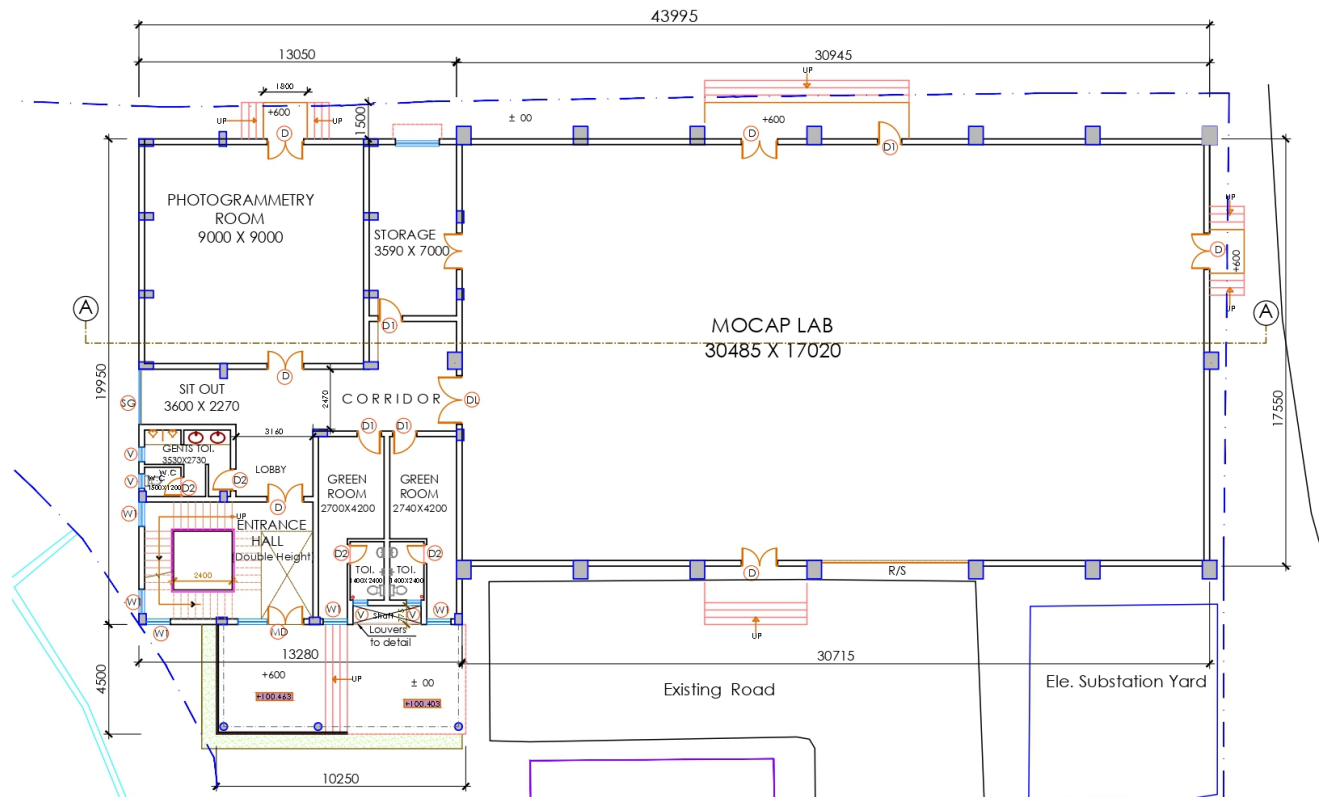
Also because of the presence of a strong IT Industry combined with a large film and entertainment industry base, Hyderabad is uniquely positioned with companies developing domain expertise in VFX and Gaming technologies over a period of time. Govt. of Telangana also has recognized the potential of the Gaming and VFX industry and has brought out a special policy called “IMAGE policy” and announced various incentives to support this industry.

Considering the above fact and objectives, the Government of India represented by MeitY, the Government of Telangana, and STPI have collaboratively set up an IMAGE Center of Entrepreneurship (IMAGE CoE) at the Hyderabad location to nurture and develop the ecosystem for innovation in Gaming, Animation, VFX, Computer Vision & AI Industries by providing domain-specific startups with the required infrastructure, lab facilities, mentoring, technology support, designing, prototyping, marketing, product launch, funding, and IP creation. The IMAGE CoE is being run by STPI. The main focus areas of the IMAGE CoE are Mobile & Immersive Gaming, Animation, VFX, Computer Vision in Automation & Security, AI in Healthcare, Education, Manufacturing, and Retail.

The IMAGE CoE is envisaged to have state-of-the-art solutions and digital infrastructure at a competitive price required for a multitude of services provided by AVGC companies. To encourage the adoption of the latest digital post-production technologies such as motion capture, 2D & 3D animation, and high-speed rendering across AVGC producers and IP creators, IMAGE CoE is in the process of creating a common infrastructure facility named “Motion Capture Lab”, to be available on pay-per-use basis at a reasonable price. This facility will also provide training on state-of-the-art equipment and house an AVGC incubator to support startups working in the animation and game development sector.

Currently, STPI is developing the civil infrastructure required for the “Motion Capture Lab” in an area of 144Ft x 80Ft at Jubilee Hills facility, Hyderabad.

The drawing of the upcoming tentative civil infrastructure is as below:



6 Broad Level Scope of Work

- a. STPI requires setting up of a Motion Capture Lab with the suitable equipment and infrastructure required for motion capture, photogrammetry, and volumetric capture, like cameras, servers, associated systems, storage, networking, display systems, software, and necessary equipment and accessories, etc., in the facility mentioned at clause 5 of this document to address the motion capture and animation requirements of the AVGC industry
- b. STPI envisages that (based on RFP evaluation)
 - i. the selected vendor would design and set up the suitable equipment and infrastructure required for motion capture, photogrammetry, and volumetric capture, like cameras, servers, associated systems, storage, networking, display systems, software, and necessary equipment and accessories, etc for its proposed Motion Capture Lab facility, keeping in view the current and future motion capture and animation requirements of the AVGC sector.
 - ii. the selected vendor would operate and manage the Motion Capture Lab on **revenue sharing or any other feasible model**, for an initial period of 5 years from the date of commissioning of the lab which can be extended for a further period on mutual consent.

6.1 The detailed scope of work:

The detailed scope of work that shall be executed by the selected vendor at each stage is as below:

- a. Design Phase
Design the Motion Capture Lab by identifying the suitable equipment and infrastructure required for motion capture, photogrammetry, and volumetric capture, like cameras, servers, associated systems, storage, networking, display systems, software, and necessary equipment and accessories, etc., as needed, keeping in view the current and future motion capture and animation requirements of the AVGC sector.
- b. Setting-up, Installation, Testing, and Commissioning Phase
 - i. STPI shall provide around 10,000 sq.ft buildup space for setting up the Motion Capture Lab. The proposed lab space shall be free from dust, electromagnetic interference, vibrations, noise etc. that are necessary for the smooth operations of the Motion Capture Lab.
 - ii. STPI shall undertake to provide all the necessary civil, electrical, mechanical & plumbing works including false ceiling/ flooring, partitioning, installation of electrical components, cable laying and other necessary support components at its own cost.
 - iii. STPI shall install the entire required support infrastructure with adequate capacities such as Air conditioners (AC), Uninterruptible Power Supply (UPS), Backed up by Diesel generators etc for operating the facility.
 - iv. The selected vendor shall provide all the required equipment and infrastructure for motion capture, photogrammetry, and volumetric capture, like cameras, servers, associated systems, storage, networking, display systems, software, and other necessary equipment and accessories etc., as needed.
 - v. The selected vendor shall install and integrate all the required equipment for the Motion Capture Lab.
- c. Operations and Maintenance Phase
 - i. The selected vendor would operate and manage the Motion Capture Lab on revenue sharing or any other feasible model, for an initial period of 5 years from the date of commissioning of the lab which can be extended for a further period on mutual

consent. The scope of the services for the Motion Capture Lab shall include monitoring, maintenance, and overall management.

- ii. The selected vendor shall absorb all the risk and costs associated with setting up, operating, and managing of Motion Capture Lab including but not restricted to the AMC and insurance of the equipment.
- iii. The selected vendor shall market the services to the industry and generate revenues to sustain the business.
- iv. The selected vendor shall provide the Performance Reports to STPI on a need basis.

7 Eligibility Criteria

| S. No. | Criteria | Documents Required |
|--------|--|--|
| i. | The vendor should be registered under the Companies Act, 1956 or 2013 or LLP firm/ Partnership firm under Partnership Act 1932 and should be in operation for at least 3 years as of 31.03.2023. | Copy of i. Certificate of incorporation ii. GST registration certificate iii. PAN (Details to be furnished in Annexure –II) |
| ii. | The Net worth of the Vendor as of the end of the latest financial year (i.e., FY 2022-23) should be positive. | CA Certificate with CA's Registration Number and Seal |
| iii. | The vendor should have a minimum annual average revenue of Rs. 5 crores from "Similar Work" only, in the last three financial years for which the vendor's accounts have been audited. | Copy of audited Profit and Loss Account, Balance Sheet, Income Tax Returns of the last three financial years and Certificate from statutory auditor/CA quantifying the average annual revenue from Motion Capture Lab services. (Details to be furnished in Annexure –II) |
| iv. | The vendor must have executed at least one "Similar Work" in the last 3 years as of 31.03.2023. | Copy of work orders along with completion certificate (for successful implementation) from the Client. |
| v. | The vendor should have at least three years of experience in successfully operating and maintaining at least one such lab. | Copy of the experience certificate. |
| vi. | The vendor should: - a) not be insolvent, in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and must not be the subject of legal proceedings for any of the foregoing reasons. b) The organization should not have been debarred and/ or blacklisted by any organization of GoI/Central PSU/ State Gov. Entities as on the bid submission date. c) not have, and their directors and officers do not have, been convicted of any criminal offense related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings | Self-certification by the authorized signatory duly signed and stamped on the company letterhead as per the format in Annexure –III. |

8 Technical Evaluation

Evaluation of the bids shall be carried out to determine whether the vendor is competent enough and whether the vendor's proposal qualifies for the requirements set forth herein.

Bids received would be evaluated & assigned scores based on the parameters defined in the tables below:

| Sl. No. | Criteria | Maximum Marks | Remarks |
|---------|---|---------------|--|
| I | Design and Setup of at least one Motion Capture Lab. | 15 | Submit the documentary evidence such as work order, completion certificates, other supporting documents etc. |
| | >2 Labs | | |
| | 1 Lab to 2 Labs | | |
| | No Labs | | |
| II | Equipment and infrastructure: Designed and setup at least one Motion Capture Lab with | 10 | Submit the documentary evidence such as work order, completion certificates, other supporting documents etc |
| | >50 cameras with associated components | | |
| | ≥ 25 and ≤ 50 cameras with associated components | | |
| | < 25 cameras with associated components | | |
| III | Vendor experience aligned to the Scope of Work in operating and managing at least one Motion Capture Lab with at least twenty-five cameras, with associated components, photogrammetry, and volumetric capture equipment. | 15 | Indicate the vendor experience (in years) aligned with the Scope of Work. Submit the documentary evidence such as work order, completion certificates, other supporting documents etc. |
| | >5 Years | | |
| | ≥ 3 Years and ≤ 5 Years | | |
| | < 3Years | | |

| | | | | |
|-----|---|----------|-----|--|
| IV | Average annual revenue from operations for the last three consecutive financial years from the related services as on 31.03.2023 | | 10 | Copy of audited profit and loss account and balance sheet of the last three financial years and Certificate from statutory auditor/CA quantifying the average annual revenue from Motion Capture Lab operation services. |
| | >8 Cr | 10 Marks | | |
| | ≥ 05 Cr and ≤ 8 Cr | 05 Marks | | |
| | < 05 Cr | 0 Marks | | |
| V. | Full-time expert manpower aligned with Scope of Work | | 10 | Submit relevant supporting documentary evidence |
| | >10 | 10 Marks | | |
| | ≥ 05 and ≤ 10 | 05 Marks | | |
| | < 05 | 0 Marks | | |
| VI. | EOI response document and Presentation (40 mrks) | | | |
| | a) Business Model: <ul style="list-style-type: none"> Proposed Business Model for Motion Capture Lab Effective Utilization Plan for Motion Capture Lab Targeted Market Segment Marketing Plan Projected Revenue streams Projected Revenue for 05 years | | 25 | (30 minutes shall be allotted to each vendor for the presentation which has to be crisp & precise). |
| | b) Proposed Technical Solution | | 15 | |
| | Total | | 100 | |

To clear technical evaluation, vendor must obtain a minimum of 50 marks.

9 **Instructions to the vendors**

STPI invites vendors to submit their proposals in accordance with the conditions and manner prescribed in this Expression of Interest (EOI) document.

9.1 **EoI meeting and clarifications**

- i. The vendors will have to ensure that their queries for the EoI meeting should be sent as per the details in the Fact Sheet.
- ii. The queries should necessarily be submitted in the following format:

| Vendor Name | | M/s.... | | |
|-------------|---|------------------------------|--|----------------------------|
| S. No. | EoI Document Reference(s) (Clause no.) | EOI Reference Page Number(s) | Content of EoI requiring clarification (s) | Vendor's Query/ Comment(s) |
| | | | | |
| | | | | |
| | | | | |

- iii. STPI shall not be responsible for ensuring that the vendor's queries have been received by them. Any request for clarification after the indicated date and time may not be entertained by the STPI.
- iv. The STPI will endeavor to provide timely responses to all queries. However, STPI makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does STPI undertake to answer all the queries that have been posted by the vendors.
- v. STPI is not bound to clarify any query received after the day as described above. STPI will review every query and on due consideration will issue a corrigendum, if so required. However, STPI does not undertake to answer each query(ies). Vendors shall not assume that their unanswered queries have been accepted by STPI.
- vi. The corrigendum (if any)/ clarification to the queries from vendors will be posted on the procurement portal <https://eprocure.gov.in/>. Any such corrigendum shall be deemed to be incorporated in this EoI.
- vii. To provide prospective vendors with reasonable time for taking the corrigendum into account, STPI may, at its discretion, extend the last date for the receipt of the EoIs.

9.2 **Completeness of the EoI Response**

Vendors are advised to study all instructions, forms, terms, requirements, and other information in the EoI documents carefully. Submission of EoI shall be deemed to have been done after careful study and examination of the EoI document with a full understanding of its implications. The response to this EoI should be complete in all respects. Failure to furnish all information required by the EoI documents or submission of a proposal not substantially responsive to the EoI documents in every respect will be at the vendor's risk and may result in the rejection of their proposal.

9.3 **Proposal Preparation Cost**

The vendor is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of the proposal, in providing any additional information required by STPI to facilitate the evaluation process. STPI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of

the EoI process. All materials submitted by the vendor shall become the property of the STPI and may be returned at its sole discretion.

9.4 Amendment of EoI Document

At any time before the deadline for submission of EoIs, the STPI, may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective vendor, modify the EoI document by an amendment. All the amendments made in the documents would be published through corrigendum in the CPP Portal (<https://eprocure.gov.in/>). The vendors are advised to visit the CPP portal regularly for updates. STPI also reserves the right to amend the dates mentioned in this EoI for the EoI process. In order to afford prospective vendors reasonable time in which to take the amendment into account in preparing their EoIs, the STPI may, at its discretion, extend the last date for the receipt of EoIs.

9.5 Selection Criteria for the next level

STPI will consider the vendors, that have technically qualified, for the next round of RFP. The vendors selected through this EoI process shall have one-year validity period which may be extended in case required.

9.6 Evaluation Process

The vendor must possess the technical know-how and the financial capabilities that would be required to successfully provide the services sought by STPI. The vendor's proposal must be complete in all respect and conform to all the requirements, terms and conditions and specifications as stipulated in the EoI document. The evaluation process of the EoI proposed to be adopted by STPI is indicated under this clause.

The purpose of this clause is only to provide the vendor with an idea of the evaluation process that STPI may adopt. However, STPI reserves the right to modify the evaluation process at any time during the EoI Evaluation process, without assigning any reason, whatsoever, and without any requirement of intimating the vendor of any such change.

STPI shall appoint an EoI Evaluation Committee (EEC) to scrutinize and evaluate proposals received. The EEC will examine the proposals to determine whether they are complete, in response and whether the proposal format conforms to the EoI requirements. STPI may waive any informality or nonconformity in an EoI that does not constitute a material deviation.

9.7 Notifications of consideration for the next level

Prior to the expiration of the period of proposal validity as defined in the factsheet, the vendor will be notified in writing or by fax or email that it has been considered for the next round i.e., RFP.

9.8 Rights to terminate the Process

STPI may terminate the EoI process at any time and without assigning any reason. STPI makes no commitments, express or implied, that this process will result in a business transaction with anyone. This EoI does not constitute an offer by the department.

9.9 Language of EoI

The responses prepared by the vendor and all correspondence and documents relating to the EoI exchanged by the vendor and STPI, shall be written in the English language, provided that any printed literature furnished by the vendor in another language shall be accompanied by an English translation in which case, for purposes of interpretation of the EoI, the English translation shall govern. If any supporting documents submitted are in any language other than English, translation of the same in the English language is to be duly attested by the vendor.

9.10 Rights to Accept/Reject any or all Proposals

STPI reserves the right to accept or reject any proposal and to annul the EoI process and reject all EoIs at any time prior to award of contract, without thereby incurring any liability to the affected vendor or vendors or any obligation to inform the affected vendor or vendors of the grounds for STPI's action.

9.11 Failure to agree with the Terms & Conditions of the EoI

Failure of the vendor to agree with the Terms & Conditions of the EoI shall constitute sufficient grounds for the annulment of selection.

9.12 Indemnity

The successful vendor shall indemnify, protect, and save STPI against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect to services rendered by vendor.

9.13 Conflict of Interest

- i. A Conflict of Interest is where a person who is involved in the procurement has or may be perceived to have a personal interest in ensuring that a particular vendor is successful. Actual and potential conflicts of interest must be declared by a person involved in the EoI process.
- ii. Where there is any indication that a conflict of interest exists or may arise, it shall be the responsibility of the vendor to inform STPI, detailing the conflict in writing as an attachment to this EoI.
- iii. STPI will be the final arbiter in cases of potential conflicts of interest. Failure to notify STPI of any potential conflict of interest will invalidate any verbal or written agreement.

10 EoI Proposal Submission Format

The entire proposal shall be strictly as per the format specified in clause 12 of this Expression of Interest. EoIs with deviation from this format shall be liable for rejection.

Online proposals (complete in all respect) must be uploaded on <https://eprocure.gov.in/> latest by the time & date mentioned in Section FACTSHEET.

- i. The online proposals for EoI should have the following documents:
- ii. Scanned copy of the Covering Letter in Company Letter Head as per Annexure-1:
- iii. COVERING LETTER FOR BID duly sealed & signed (PDF)
- iv. Scanned copy of Non-Black Listing (PDF)
- v. Scanned copy of the Original Power of Attorney letter in a Non-Judicial Stamp Paper of at-least Rs.100/- or Board Resolution on Letter Head in original in case of Registered Limited Companies or Original Authorization in Letter Head in case of Partnership Firm indicating the person authorized to sign the bid (PDF).
- vi. Scanned copy of Vendor's Profile as per Annexure-2: Vendor's profile duly filled in, signed and stamped along with all supporting documents.
- vii. Scan copy of duly filled signed and stamped Eligibility Compliance Sheets as per eligibility criteria and all the supporting/mandated documents and Annexures required for eligibility criteria.
- viii. Scan copy of duly filled, signed and stamped Technical Compliance sheets as per technical evaluation criteria and all the supporting/mandated documents and Annexures required for technical evaluation of the bid as per the evaluation criteria.
- ix. Scan copy of duly filled, signed and stamped self-declaration by vendor for not being blacklisted as per Annexure-3

Note: The proposal that does not contain the above documents will lead to the rejection of the EoI.

11 General Terms and Conditions

- i. Lodgment of an EoI is evidence of an vendors's consent to comply with the terms and conditions of the EoI and subsequent bidding process. If an vendor fails to comply with any of the terms, its EoI may be summarily rejected.
- ii. Willful misrepresentation of any fact within the EoI will lead to the disqualification of the vendor without prejudice to other actions that STPI may take. All the submissions, including any accompanying documents, will become the property of STPI. The Vendors shall be deemed to license and grant all rights to STPI, to reproduce the whole or something any portion of their proposal document for the purpose of evaluation and to disclose the contents of submission for regulatory and legal requirements.
- iii. Vendors must inform STPI immediately in writing of any material change to the information contained in the EoI application, including any substantial change in their ownership or their financial or technical capacity. Copies of relevant documents must be submitted with their information. For shortlisted Vendors, this requirement applies until a contract is awarded as a result of the subsequent bidding process.
- iv. A brief overview of the proposed procurement/scope of work given in this document may be further elaborated, viz., more details may be included in the Request for Proposals (RFPs) to be issued as a result of the evaluation process of this EoI.
- v. STPI reserves the right to formulate any terms & conditions while framing the RFPs, even if these are in variance with the terms provided in this EoI. Further, the Vendors shall have no claim in this regard.
- vi. STPI reserves the right to modify and amend any of the stipulated conditions/criteria given in this EoI, depending upon project priorities vis-à-vis urgent commitments. STPI also reserves the right to accept/reject an EoI, to cancel/abort the process and/or reject all EoIs/Bids at any time prior to award of empanelment, without thereby incurring any liability to the affected vendors on the grounds of such action taken by the STPI.
- vii. Any default by the vendors in respect of EoI terms & conditions will lead to rejection of its EoI.
- viii. Any attempt by a vendor to bring pressure towards STPI's decision-making process, such vendor shall be disqualified for participation in the present tender and those vendors may be liable to be debarred from bidding for STPI tenders/RFP/EoI in future for a period of three years.
- ix. The decision of STPI arrived during the various stages of the evaluation of the EoIs is final & binding on all vendors. Any representation towards these shall not be entertained by STPI. Reasons for rejecting an EOI will be disclosed only when it is requested by the concerned vendor.
- x. Printed/written conditions mentioned in the EoI proposals submitted by vendors will not be binding on STPI.

- xi. Upon verification, evaluation/assessment, if in case any information furnished by the vendor is found to be false/incorrect, their total proposal shall be summarily rejected and no correspondence on the same shall be entertained.
- xii. STPI will not be responsible for any misinterpretation or wrong assumption by the vendor while responding to this tender.

12 Annexures

12.1 Annexure 1: Format for Covering Letter

[To be submitted on the letterhead of the vendor]

To
The Director,
Software Technology Parks of India (STPI),
6Q3, Cyber Towers, HITEC City, Madhapur,
Hyderabad – 500081.

Subject: EoI for Selection/Shortlisting of Vendors for Designing, Setting-Up, Operating and Managing Motion Capture Lab on **revenue sharing or any other feasible model** at the Jubilee Hills facility of STPI- Hyderabad.

Dear Sir,

We, the undersigned, offer to provide our services against your EOI No. <.....Insert EOI no > for <.....Name of the EoI > dated <insert date>. We are hereby submitting our Expression of Interest in printed format. We hereby declare that all the information and statements made in this EOI response are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of the EOI document. We understand you are not bound to accept any proposal you receive.

We fully understand and agree to comply at on verification, if any of the information provided here is found to be misleading the short-listing process or unduly favour our company in the shortlisting process, we are liable to be dismissed from the EOI selection process or termination of the contract during the project.

We hereby declare that our proposal submitted in response to this EOI is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Yours sincerely,

On behalf of [vendor's name]
Authorized Signature [In full and
initials]:Name & Title of signatory:
Name of
Vendor:
Address:
Seal/Stamp of
Vendor:Place:
Date:

12.2 Annexure 2: Format for Vendor's Profile

[On Company's Letter Head]

| Details of the Vendor (Company) | | |
|---------------------------------|--|-----------------|
| 1) | Name of the Vendor | |
| 2) | Address of the Vendor | |
| 3) | Year of Incorporation | |
| 4) | Registration Number & Registration Authority | |
| 5) | Legal Status (Public/Private/LLP etc) | |
| 6) | Name & Designation of the Authorized person to whom all references shall be made regarding this RFP | |
| 7) | Telephone No. (with STD Code) | |
| 8) | Mobile No. | |
| 9) | E-Mail of the contact person: | |
| 10) | Fax No. (with STD Code) | |
| 11) | Website | |
| 12) | Financial Detail (Turnover of the vendor during the last three (3) financial years, as per the last published audited balance sheets). | FY 2020 - 2021: |
| | | FY 2021 - 2022: |
| | | FY 2022 - 2023: |
| 13) | GSTIN Number | |
| 14) | PAN | |
| 15) | EMD Details if applicable | |

Date:

Name & Signature of Authorized Representative:

Company Seal:

Name of Vendor:

Full Address:

Telephone No.:

12.3 Annexure-3: Format for Self-declaration by Vendor for not being blacklisted

[On Company's Letter Head]

I / We, Partner(s) / Director(s)/ Authorized signatory of M/s. _____ hereby declare that the Vendor/Company namely M/s. _____, as on the date of bid submission, has not been blacklisted or debarred in the last three years and is not under blacklisting period /active debarred list by STPI or any of the Central or State Government Organizations/Public Sector Undertaking / Autonomous Body, etc.

OR

I / We, Partner(s)/ Director(s)/ Authorized signatory of M/s. _____ hereby declare that the firm/company namely M/s. _____ in the last three years, was blacklisted or debarred by STPI, or any other Central or State Government Organization / Public Sector Undertaking / Autonomous Body etc. for a period of _____ months /years w.e.f. _____. The period is over on _____ and, as on the date of proposal submission, the Vendor/Company is not in an active blacklisting period and is now entitled to take part in Government Tenders/ EoIs.

In case it is found that the vendor has furnished any false/ incorrect/ misleading information/ declaration/ undertaking to STPI through their EOI/ Bid document/ proposal or otherwise in any form of communication, STPI reserves its rights to debar/ blacklist the vendor from participating in any of the STPI's tender(s) for a period of 3 years from the date of knowledge of STPI and/ or to reject/ cancel all such other tender (s)/ contract(s) which were earlier granted to the vendor by STPI and/ or to execute/ forfeit the bid securing declaration/ PBG/ EMD/ Security deposit in all rejected/ cancelled tender(s)/ contract(s) of the vendor.

In addition to the above STPI will not be liable to pay any bills/ dues, if any for any completed / Partially completed work, by the vendor for the earlier issued work/ purchase order(s).

Name & Signature of Authorized Representative:

Name:

Capacity in which signed: Name

& address of the Vendor:

Date:

Place: