

**Tender No: STPH/NIT/MoCapLab/2024-25/02**



**REQUEST FOR PROPOSAL (RFP) For  
Designing, Setting-Up, Operating &  
Managing of Motion Capture Lab**



**SOFTWARE TECHNOLOGY PARKS OF INDIA**  
**(Ministry of Electronics and Information**  
**Technology, Government of India)**  
6Q3, Cyber Towers, HITEC City, Madhapur,  
Hyderabad – 5000`81

## **ABOUT STPI**

Software Technology Parks of India (STPI) is a premier S&T organization under Ministry of Electronics and Information Technology (MeitY) engaged in promoting 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.

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 eleven jurisdictional directorates and 65 centres, STPI has expanded its presence pan-India to support 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 aptly proven by the stupendous growth in exports by STPI-registered units from Rs. 52 crores in 1992-93 to Rs. 8.48 lakhs crores in 2022-23. STPI is aspiring to become the largest technology start-up ecosystem in the country and has been endeavouring to transform the country into a software product nation as envisaged in National Policy on Software Products (NPSP) 2019. To achieve this, STPI has evolved a collaborative model wherein government, industry, academia, and other stakeholders are playing a vital role for providing end-to- end support to start-ups. 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 start-ups. 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 start-ups from 12 STPI incubation facilities pan-India at Agartala, Bhilai, Bhopal, Bhubaneswar, Dehradun, Guwahati, Jaipur, Lucknow, Mohali, Patna & Vijayawada under a common umbrella. To further strengthen the start-up ecosystem in the country, STPI has set up RF Lab, EV Lab, AV Lab, IoT Lab, MoCap Lab, AI/DA Lab, IoT Open Lab, CV/AI Lab, ESDM Lab, Health Informatics Lab, Medi Electronics Lab, VR/AR Lab, Fintech SandBox, FabLab, SMARTLab, and Atal Incubation Centre (AIC) to enable start-ups leverage these facilities for building innovative technology products and solutions in an indigenous manner.

## **DISCLAIMER**

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by STPI or any of its employees or advisors, on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor an invitation by the STPI to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid for qualification under this RFP (the “Bid”). This RFP includes statements, which reflect various assumptions and assessments arrived at by the STPI in relation to the Project. Such assumptions, assessments, and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the STPI, its employees, or its advisors to consider the investment objectives, financial situation and, needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability, and completeness of the assumptions, assessments, statements, and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon the interpretation of the law. The information given is not intended to be 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 law expressed herein.

STPI, its employees, and its advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder, 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway with pre-qualification of Bidders for participation in the Bidding Process.

STPI also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. STPI may, in its absolute discretion but without being under any obligation to do so, update, amend, or supplement the information, assessment, or assumptions contained in this RFP.

The issue of this RFP does not imply that STPI is bound to select and pre-qualify bids at the bid stage or to appoint the selected Bidder for the project and STPI reserves the right to reject all or any of the bids without assigning any reasons whatsoever.

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

## Contents

1.	INVITATION TO BID .....	6
1.1.	Invitation to Bid.....	6
1.2.	Fact Sheet.....	6
2.	INSTRUCTIONS TO THE BIDDER & BIDDER ELIGIBILITY CRITERIA.....	7
2.1.	Purpose of the RFP.....	7
2.2.	Bidder Eligibility Criteria.....	7
2.3.	Instructions for Bid Submission.....	8
2.3.1.	Proposal Submission Requirements:.....	8
2.3.2.	Format Compliance: .....	8
2.3.3.	Earnest Money Deposit (EMD).....	8
2.3.4.	Bid Packaging: .....	8
3.	BID EVALUATION PROCESS.....	13
3.1.	Bid Opening.....	13
3.2.	Bid Evaluation Process .....	13
3.2.1.	Technical Evaluation: .....	13
3.2.2.	Financial Evaluation: .....	13
3.3.	Evaluation Matrix .....	14
3.4.	Award of Contract .....	15
3.5.	Notification of Award.....	15
3.6.	Acceptance of Contract.....	15
3.7.	Unsuccessful Bidders .....	15
4.	SCOPE OF WORK AND TECHNICAL REQUIREMENTS .....	16
4.1.	Introduction .....	16
4.2.	Infrastructure Development .....	16
4.2.1.	Collaboration with STPI .....	16
4.2.2.	Key aspects of this collaboration include:.....	16
4.2.3.	Motion Capture Lab Setup .....	16
4.2.4.	Equipment Deployment .....	17
4.2.5.	Infrastructure Compliance .....	17
4.2.6.	Facility Readiness .....	17
4.3.	Operation and Maintenance .....	17
4.3.1.	Lab Operation.....	17
4.3.2.	Maintenance .....	17
4.3.3.	Compliance and Safety.....	18
4.3.4.	User Support and Training .....	18
4.3.5.	Documentation and Reporting.....	18
4.3.6.	Manpower Recruitment.....	18
4.3.7.	Utility and Statutory Bill Payments .....	19
4.4.	Business Development.....	19

4.5.	Performance Monitoring and Financial Transparency .....	19
4.5.1.	Business Monitoring .....	19
4.5.2.	Revenue Tracking .....	19
4.5.3.	Billing Process.....	20
4.5.4.	Payments to STPI.....	20
4.5.5.	Upgradation and Expansion of the Infrastructure .....	20
4.5.6.	Workshops and Training.....	20
5.	FINANCIAL TERMS AND COMMITMENTS.....	21
5.1.	Specific financial commitments .....	21
5.1.1.	Minimum Annual Payment to STPI: .....	21
5.1.2.	Free Usage for IMAGE CoE Startups:.....	21
5.1.3.	Discount for TVAGA Member Companies: .....	21
5.2.	Payment Schedule:.....	21
5.2.1.	Minimum Commitment Amount .....	21
5.2.2.	Revenue Share .....	21
5.3.	Penalties for Non-Compliance: .....	22
5.4.	Adjustments .....	22
5.5.	Auditing and Reporting: .....	22
5.6.	Reporting Requirements .....	22
5.6.1.	Annual Financial Reports .....	22
5.6.2.	Audited Financial Statements .....	22
5.6.3.	Access to Records.....	23
5.7.	Performance Guarantee:.....	23
5.8.	Currency and Mode of Payment: .....	23
5.8.1.	Currency .....	23
5.8.2.	Mode of Payment.....	23
5.9.	Adjustment Mechanism: .....	23
5.9.1.	Minimum Commitment Adjustment.....	23
5.9.2.	Revenue Share Adjustment:.....	23
5.9.3.	Adjustment Process .....	23
6.	GENERAL TERMS AND CONDITIONS .....	24
6.1.	Confidentiality.....	24
6.2.	Intellectual Property .....	24
6.3.	Insurance.....	24
6.4.	Collaborations and Partnerships .....	24
6.5.	Force Majeure .....	25
6.6.	Indemnification .....	25
6.7.	Term, Renewal and Termination .....	25
6.7.1.	Term: .....	25
6.7.2.	Renewal / Extension of The Contract:.....	26
6.7.3.	Termination for Convenience:.....	26

6.7.4.	Termination for Cause: .....	26
6.7.5.	Insolvency or Bankruptcy: .....	26
6.7.6.	Surviving Obligations: .....	26
6.7.7.	Effect of Termination: .....	26
6.8.	Governing Law .....	27
6.9.	Dispute Resolution .....	27
6.10.	Miscellaneous .....	28
6.10.1.	Submission Deadline Extension: .....	28
6.10.2.	Amendment of RFP .....	28
6.10.3.	Withdrawal of RFP: .....	28
6.10.4.	Legal Relationship .....	28
6.10.5.	Amendment to the Contract .....	28
6.10.6.	Waiver: .....	28
6.10.7.	Severability: .....	28
6.10.8.	Subsequent Legislation: .....	28
6.10.9.	Preference for Indian Entities: .....	28
7.	FORMATS AND OTHER DOCUMENTS .....	29
7.1.	Bid Covering Letter .....	29
7.2.	Bidder Information .....	30
7.3.	Bidder Declaration: Establishment of Permanent Office in India .....	31
7.4.	Format for Self-declaration by Bidder for not being blacklisted. ....	32
7.5.	Technical Bid .....	33
7.6.	Commercial Bid .....	33
7.7.	Building Diagram .....	34
7.8.	Documents Checklist .....	35
7.9.	Authorization Letter .....	36
7.10.	Declaration of Non-Involvement and Awareness of Potential Disputes .....	37

## 1. INVITATION TO BID

### 1.1. Invitation to Bid

Tender No. **STPH/NIT/MoCapLab/2024-25/02**

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

STPI invites bids (Technical & Commercial) from eligible Bidders which shall be valid for a minimum period of 180 days from the date of bid submission for “RFP for Designing, Setting Up, Operating, and Managing of Motion Capture Lab in a Revenue Sharing Model”.

<b>Scope of Work</b>	RFP for selection of Bidders for Designing, Setting Up, Operating, And Managing of Motion Capture Lab in a Revenue Sharing Model
<b>Last date and time for the submission of Bids</b>	<b>17/10/2024 at 16:00 Hrs</b>
<b>Date and time of opening of Technical Bids</b>	<b>18/10/2024 at 16:00 Hrs</b>

### 1.2. Fact Sheet

S. No.	Information	Details
1	Tender No	<b>STPH/NIT/MoCapLab/2024-25/02</b>
2	Project Name/ Name of Work	Designing, Setting Up, Operating, And Managing of Motion Capture Lab in a Revenue Sharing Model
3	Tender Type	Open Tender
4	Tender Category	Services
5	Submission Mode	Online through CPP e-procurement portal: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
6	Date of Publishing the RFP	26/09/2024
7	Last Date for Submission of Queries	<b>07/10/2024, before 15:00 Hrs</b> <b>(Send to e-mail IDs: imagecoe@stpi.in, rameshy@stpi.in)</b>
9	Last date and time for the submission of Bids.	17/10/2024 at 16:00 Hrs
10	Date and time of Opening of the technical Bids	18/10/2024 at 16:00 Hrs
11	Tender Fee	Nil
12	EMD Amount	Rs.18,000 (Rupees Eighteen Thousand Only)
13	Bid validity period	180 Days from the last date of submission of Bids
14	Number of Covers/Packets/Envelops	Packet 1: Technical Proposal Packet 2: Commercial Proposal
15	Contact Details	STPI, 6Q3, Cyber Towers, HITEC City, Madhapur, Hyderabad – 500081, Email IDs:imagecoe@stpi.in, rameshy@stpi.in Ph: 040-6641 5600/5611

## 2. INSTRUCTIONS TO THE BIDDER & BIDDER ELIGIBILITY CRITERIA

### 2.1. Purpose of the RFP

The objective of this RFP is to solicit proposals for designing and establishing a Motion Capture Lab (MoCap Lab) at STPI-Hyderabad's Jubilee Hills facility (located at STPI, Dr. MCR HRD, Rd.No.25, Jubilee Hills, Hyderabad-33), along with subsequent operation, development, and management under a revenue-sharing model. In this context, STPI invites proposals from bidders interested in undertaking the specified activities outlined in the "Scope of Work" in Section IV of this RFP.

### 2.2. Bidder Eligibility Criteria

S. No.	Criteria	Documents to be submitted
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 31.03.2024.	Copy of i. Certificate of incorporation ii. GST registration certificate iii. PAN (Details to be furnished as per the format mentioned at 7.2)
ii.	The Net worth of the Vendor as of the end of the latest financial year (i.e., FY 2023-24) should be positive.	Copy of audited/ CA Certified 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. (Details to be furnished as per the format mentioned at 7.2)
iii.	a) The vendor must have executed at least one "Similar Work" (as defined in section 4.0) in the last 5 years as of 31.03.2024. Or b) The vendor should have at least three years of experience in successfully operating and maintaining at least one such lab.	a) Copy of work orders along with completion certificate (for successful implementation) from the Client. Or b) The vendor must provide sufficient verifiable credentials in support of the experience.
iv.	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 Govt/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 a procurement contract within three years preceding the commencement of the procurement process, or not have been otherwise disqualified pursuant to debarment proceedings.	The vendor must provide self-certification by the authorized signatory duly signed and stamped on the company letterhead as per the format in mentioned at 7.4



## 2.3. Instructions for Bid Submission

### 2.3.1. Proposal Submission Requirements:

Proposals must be direct, concise, complete, and submitted in documents to STPI. Evaluation of Bidder proposals will be based on their clarity, relevance, efficiency, and timeliness in meeting the program requirements outlined in this RFP.

### 2.3.2. Format Compliance:

Bidders shall provide the required information of their eligibility, technical, and commercial offers only as per the formats provided in this RFP. Any deviations in the format will make the offer liable for rejection.

### 2.3.3. Earnest Money Deposit (EMD)

The bidder is requested to provide an Earnest Money Deposit (EMD) of a sum equivalent to INR 18,000- (Rupees Eighteen Thousand Only) as a demonstration of their serious intent and commitment to participate in this Request for Proposal (RFP) process.

- I. A proposal that is not accompanied by the EMD will be summarily rejected.
- II. STPI is not obliged to pay any interest on the EMD.
- III. In the event of any discrepancy or disagreement regarding the forfeiture or release of the EMD, the decision of STPI shall be final and binding.
- IV. EMD is to be submitted along with the bid by the bidders. Therefore, the last date of submission of EMD will be the same as last date of submission of the bids.
- V. The EMD shall be returned to the unsuccessful bidders within 30 days of award of the contract to the successful bidder.
- VI. Upon the successful award of the contract, the EMD shall be returned to the successful bidder after 30 days of submission of Performance Bank Guarantee.
- VII. The EMD may be forfeited:
  - a) If the bid is withdrawn during the validity period or any extension thereof agreed to by the bidder.
  - b) If the successful bidder fails to execute the contract or defaults on any of its obligations.
  - c) If the successful bidder fails to sign the contract.
  - d) If the bid is varied or modified in a manner not acceptable to STPI after opening of the bid during the validity period or any extension thereof.
  - e) If the Bidder attempts to influence the evaluation process.
- VIII. The EMD shall be in the form of electronic transfer. The bank details of STPI:
 

Bank Account Number: 863810110002196  
 Name of Beneficiary: Software Technology Parks of India  
 Name and Address of Bank: Bank of India, Madhapur Branch, Hyderabad  
 Account Type: Savings Bank Account  
 IFSC Code: BKID0008638  
 Swift Code: BKIDINBBHMB  
 MICR Code: 500013024

### 2.3.4. Bid Packaging:

Bidders should submit bids using the **Two Packet System**, through Online CPP Portal  
 Packet – 1 (Technical Proposal): Submit information as per the clause 2.2 and 2.3.4.1.

Packet – 2 (Commercial Proposal): Provide information as per the format mentioned at 2.3.4.2.

Packet 1 and Packet 2 along with the covering letter and other relevant documents should be uploaded in the CPP Portal.

**2.3.4.1. Instructions for submitting Technical Proposal (Packet – 1):**

Bidders are required to submit a comprehensive Technical Proposal as part of their response to this RFP. The Technical Proposal should provide a clear and detailed roadmap for the setup, operation, and expansion of the Motion Capture Lab. The Technical Proposal shall comprise of the following:

- I. Bidders are required to submit all required documents as per clause 2.2. The technical proposal will be evaluated first and only those who qualify will be evaluated further. All documents provided by the bidder should be duly signed/countersigned by an authorized signatory of the Bidder.
- II. **Executive Summary:** Provide a concise overview of the proposed Motion Capture Lab project, outlining its layout, detail of equipment, objectives, key services, development plan, and business goals in terms of technology and service delivery. The bidder is required to give a presentation to the duly constituted Technical Evaluation committee (TEC).
- III. **Utilization Plan:** Outline the proposed utilization of the Motion Capture Lab, including the expected hours of operation, scheduling, and resource allocation.
- IV. **Infrastructure Development Plan:**
  - a. Describe the approach for setting up the required infrastructure. Clearly indicate the initial setup and the planned expansion over the subsequent year(s).
  - b. Provide a timeline for milestones and key deliverables.
- V. **Service Offering Details:**
  - a. Specify the motion capture services, and other interlinked services initially offered.
  - b. Outline plans for introducing new services and expanding the range of offerings over time.
- VI. **Technical Details:**
  - a. Present technical specifications for the initial setup and any planned upgrades or additions.
  - b. Include details of equipment, software, hardware, and other technological requirements.
- VII. **Previous Experience:**  
Highlight relevant previous experience as specified in clause 2.2, in setting up and operating Multiple Camara Motion Capture studios. Showcase successful projects and outcomes.
- VIII. **Risk Mitigation:**
  - a. Identify potential risks associated with the project and propose mitigation strategies.
  - b. Demonstrate the bidder's ability to adapt to unforeseen challenges.
- IX. **Collaboration and Partnership Plan:**
  - a. If applicable, provide details on collaborations and partnerships with other vendors or entities.
  - b. Clarify the roles and responsibilities of each collaborating party.
- X. **Compliance with RFP Requirements:**
  - a. Ensure alignment with the requirements outlined in the RFP.
  - b. Clearly indicate how the Technical Proposal meets or exceeds the specified criteria.
- XI. **Executive Team:**

- a. Provide information about key personnel involved in the project, including their relevant experience and roles.

**XII. Appendix:**

- a. Include any additional supporting documents, such as 3D design, models, visuals, charts, or graphs, to enhance the clarity and completeness of the Design Proposal.
- b. Bidders are encouraged to submit a detailed, well-organized, and persuasive Design Proposal that demonstrates their capability to successfully implement and manage the Motion Capture Lab project, with special attention to exceeding the minimum requirements in the revenue-sharing model.

**XIII. Content Restrictions:**

- a. Design Proposals should not contain project commercials, in either explicit or implicit form.

**2.3.4.2. Instructions for submitting Commercial Proposal (Packet – 2):**

Bidders are required to adhere to the format for the Commercial Proposal that shall include:

**I. Business Plan and Revenue-Sharing Model:**

- a. Detailed business model and revenue-sharing strategy including a commitment to provide STPI with a minimum of Rs. 6,00,000 annually and a minimum of 5% of gross revenue.
- b. Weightage will be given to bidders offering more than the specified minimums. Clearly indicate the proposed percentage of gross revenue and the corresponding financial commitment.

**II. Financial Projections:**

- a. Include financial projections for the initial setup and projected revenues over the contract duration.
- b. Clearly articulate the revenue-sharing model and associated financial commitments, with a focus on exceeding the specified minimums.
- c. Shall elaborate the capital structure of the Bidder and shall also include financial statements, cash flow statements, and cash profit statement for the last 3 (three) years of the Bidder including the details of debt(s), loan(s), borrowing(s), assets and hypothecated assets, tax compliance records, etc.

**2.3.4.3. Procedure and Conditions for Submission of Bid:**

**I. Instructions for online bid submission**

- A. Proposals must be direct, concise, complete and must primarily be submitted online only on the CPP portal. STPI will evaluate Bidder's proposals based on their clarity, relevance, and timeliness to the requirements set out in this RFP.
- B. Bidders shall provide the required information on their technical and commercial offers only as per the formats provided in the RFP. Any deviations in the format will make the offer liable for rejection.
- C. The following points should be considered while bidding: -
  - i. Tender notices/routine communications will be uploaded/issued on the website <https://eprocure.gov.in/eprocure/app>, the Central Public procurement portal.
  - ii. All the bids (Technical as well as Commercial) shall have to be submitted online.

- iii. The date and time for online submission is mentioned in Fact sheet on the e-tendering website. Bidders should ensure their bid should be submitted online before the scheduled date and time. No delay for any reason will be accepted. Bids not submitted online shall not be considered.
- iv. STPI may, at its own discretion, extend the date for the bid submission. In such a case, all rights and obligations of the STPI and the bidders shall apply to the extended time frame.
- v. Bids submitted as documents Physically/by telex / telegram / fax / e-mail or by other means not specified in the RFP will not be considered. No correspondence will be entertained on this matter.
- vi. Any further changes to the RFP will be communicated to the bidders through the website:  
<https://eprocure.gov.in/eprocure/app>. Bidders should take these changes into account when preparing their bids.
- vii. As such, STPI will bear full power to withdraw the tender at any stage without prior intimation to the bidders.

## **II. Authorization and Validity:**

- a. All the documents, including the printed copy of this RFP, should be signed by an authorized representative of the Bidder. The Bidder should submit the board resolution or power of attorney, duly authorizing the designated signatory to sign, act, or execute documents on behalf of the Bidder organization, binding it to the terms and conditions specified in this proposal. All certificates and documents received, including any clarifications sought and subsequent correspondences, shall be furnished, and signed by the authorized representative of the Bidder. In this case, an Authorization Letter/Power of Attorney on behalf of the company should be submitted, following the format provided in Section 7.
- b. Bids should remain valid for a period of 180 days from the last date of bid submission.

## **III. Conditional Proposals:**

The Bidder shall not add its terms and conditions to the proposal. Conditional proposals are liable for rejection.

## **IV. Timely Submission:**

Bidders should ensure that their bid should be submitted before the scheduled date and time. No delay for any reason will be accepted.

## **V. Vendor queries**

- a. Bidders in need of clarification on the RFP document may submit their queries in writing to the STPI's e-mailing addresses, [imagecoe@stpi.in](mailto:imagecoe@stpi.in) and [rameshy@stpi.in](mailto:rameshy@stpi.in), as per the schedule date indicated in the fact sheet. Queries must be submitted in the specified format, explicitly in MS Word or MS Excel files (\*.xls/xlss), to be considered for clarification:

S. No.	Section No.	Clause No. and Page No	Clarification sought

- b. STPI may not respond to any queries not adhering to the above-mentioned format.

**VI. Withdrawal, Modifications, or Correction of Bids**

No bid shall be modified, corrected, or withdrawn after the closing date specified in the fact sheet of the RFP.

**VII. Bid Rejection**

STPI retains the right to reject a proposal or bid based on the following grounds:

- a. If a Commercial Proposal is submitted with the along with Technical Proposal in the same packet, the Bidder will be disqualified.
- b. Offers with incomplete, subjective, conditional, or partial information will be subject to rejection.
- c. Proposals displaying variation or contradiction in the documentation submitted including, but not limited to, contradictions between design document and commercial proposal, will be disqualified.
- d. Proposals submitted without a signed copy of the proposal and all relevant documents will not be considered.
- e. Proposals failing to comply with the stated requirements, specifications, standards, or terms and conditions outlined in the RFP document may be rejected.
- f. If the bidding entity lacks the requisite capacity, resources, or infrastructure to effectively carry out the project, or ensure timely completion, the proposal may be rejected.
- g. Proposals lacking essential documentation, such as detailed proposal details, specifications with references, plans, or relevant information, all details and documentation as specified in this RFP, necessary for a comprehensive evaluation, may be subject to rejection.

### 3. BID EVALUATION PROCESS

#### 3.1. Bid Opening

STPI will conduct an online bid opening session as outlined in the Fact sheet of the RFP. Subsequently, the bids will be forwarded to a duly constituted Evaluation Committee.

#### 3.2. Bid Evaluation Process

The qualification criteria and evaluation process for selecting the bidder for the Designing, setting up, Operating, Developing and Managing of the Motion Capture Lab will be based on a comprehensive assessment of various factors. Bidders are encouraged to provide detailed responses that demonstrate their capability to meet the specified criteria.

Bids will be assessed by adopting a two-stage evaluation process as mentioned below:

- ✓ Technical Evaluation
- ✓ Commercial Evaluation

##### 3.2.1. Technical Evaluation:

The Technical Evaluation Committee (TEC) will verify/review the following:

- I. The documents submitted in support of eligibility criteria specified in the RFP Clause 2.2.
- II. **The bidder is required to give a presentation to the duly constituted committee.**
- III. Design document, including business plan, operation & maintenance plan, Team for managing pre and postproduction and expansion strategies.
- IV. Assessment of the bidder's experience in similar projects and the expertise of the proposed team.
- V. Assessment of the bidder's proposed equipment, ensuring it meets or exceeds the specified requirements

The bidder who will score **70 Marks or more** in the Technical Qualification criteria will be eligible to participate in the commercial evaluation. The bidder who has scored less than 70 marks will get disqualified and will not be able to participate further.

Bidders who are not qualified in technical evaluation shall be informed. The TEC's decisions on technical evaluation is final and binding.

##### 3.2.2. Financial Evaluation:

After the successful completion of the technical bid evaluation process, the commercial bids will be evaluated as below, and the technically qualified bidders will be notified to participate in Commercial Bid opening process and will be opened on the notified date and time.

- I. Review of the Bidder's Financial Status by assessment of the financial and tax compliance records submitted by the Bidder.
- II. Bidders who offer higher financial commitments will receive more weightage.
- III. Bidders who offer higher % of revenue share will receive more weightage.
- IV. Evaluation of the proposed timeline for setting up and operating the Motion Capture Lab.

The Bidder, who obtains the highest score in financial evaluation, will be called as H1.

If two or more bidders becomes H1, then the bidder having the higher technical score will be selected. If the technical score as well as commercial score are found to be same which is the rarest possibility, then the bidder who has quoted the higher share of revenue will get selected.

If successful bidder as decided on basis of commercial score, fails to sign agreement or perform its obligation mentioned in the RFP then its bid will be rejected and execution of bid security declaration / EMD will be forfeited. STPI may invite the bidder with next highest final score for consideration as successful bidder. The successful bidder shall be

notified on its selection in writing or by email. The successful bidder shall also be issued a Letter of Intent confirming its selection.

### 3.3. Evaluation Matrix

S. No.	Criteria
<b>1</b>	<b>Technical Proposal (Max. Marks: 100)</b>
<b>1.1</b>	<b>Design (50 Marks)</b>
A	Number of optical tracking cameras proposed to install for MoCap Lab (Minimum Qty: 20 and min. marks: 10 For every additional 10 cameras 2 marks will be awarded. Subjected to a max. mark of 20)
B	Number of cameras proposed to install for Photogrammetry. (Minimum Qty: 140 and min. marks: 5 For every additional 10 cameras 1 marks will be awarded. Subjected to a max. marks of 10.)
C	Virtual Production setup in Unreal Engine /Unity/Motion builder: (Minimum screen size: 10x16 ft Bidders will receive 8 marks for agreeing to the minimum screen size with an additional 1 mark for every additional screen size of 2 feet. Subjected to a max. mark of 10.)
D	Other services offered (5 Marks)
E	Technology upgradation and expansion plan (5 Marks)
<b>1.2.</b>	<b>Business Plan (18 Marks)</b>
A	Analysis of the target market (5 Marks)
B	Marketing and promotion strategies (5 Marks)
C	Identification of revenue streams (08 Marks)
<b>1.3</b>	<b>Team for managing pre and postproduction (6 Marks)</b>
A	Number of Studio Managers (Min: 1 No.) - 1 Mark
B	Number of Technical Managers (Min: 1 No.) (1 Mark)
C	Number of Postproduction Supervisors (Min: 2 No.) (1 Mark)
D	Number of Motion capture Supervisors (Min: 2 No.) (1 Mark)
E	Number of Skill Development Trainers (Min: 2 No.) (1 Mark)
F	Number of Rig operators for Photogrammetry (Min: 1 No.) (1 Mark)
<b>1.4</b>	<b>Operation &amp; Maintenance Plan (6 Marks)</b>
<b>1.5</b>	<b>Previous Experience (18 Marks)</b> (For each executed 'Similar Work' in the last 5 years or for every three years of experience in operating and maintaining a similar lab, 6 marks will be awarded. Subjected to a max. mark of 18.)
<b>1.6</b>	<b>Indian Company (2 Marks)</b> Indian entities participating in the RFP independently, or in collaboration with other Indian entities, will be awarded 2 additional marks.

2	<b>Commercial Proposal (Max. Marks: 100)</b>
2.1.	Lab setup time (Max. time: 150days) (Min. Marks: 5) (Bidders will receive 5 marks for agreeing to set up the lab in 150 days, with an additional 2 marks for every 10 days short, subjected to a maximum of 20 marks; however, bidders requiring more than 150 days will receive zero marks.)
2.2.	Minimum annual financial commitment offered to STPI (Minimum commitment expected: Rs. 6,00,000/- per year. Bidders will receive 10 marks for agreeing to the minimum commitment, with an additional 1 mark for every Rs. 50,000/, subjected to a maximum of 30 marks)
2.3.	% Revenue share on gross revenue offered to STPI (Minimum % share expected: 5%. Bidders will receive 25 marks for agreeing to the minimum commitment, with an additional 1 mark for every Rs. 0.2%, subjected to a maximum of 50 marks)

### **3.4. Award of Contract**

Upon completion of the bid evaluation process, STPI will announce the successful bidder(s) to whom the contract will be awarded. The award decision will be based on an objective assessment of various factors, including but not limited to, the technical merit of the proposal, commercial considerations, and compliance with the RFP's terms and conditions as specified.

### **3.5. Notification of Award**

The selected bidder will be notified of the award decision in writing. This notification will include details regarding the proposed contract, project timelines, and any additional steps required for contract finalization.

### **3.6. Acceptance of Contract**

The selected bidder will be required to formally accept the contract terms and conditions. This acceptance may involve signing a formal agreement or contract document.

### **3.7. Unsuccessful Bidders**

Bidders whose proposals were not successful will also be notified in writing. STPI reserves the right to reject any or all proposals at any stage of the RFP and to reissue the RFP if deemed necessary.



## 4. SCOPE OF WORK AND TECHNICAL REQUIREMENTS

### 4.1. Introduction

STPI, in collaboration with the successful bidder, is embarking on a dynamic initiative to establish a cutting-edge Motion Capture Lab. This venture involves the provision of civil infrastructure by STPI, empowering the successful bidder to materialize the establishment and development of the Motion Capture Lab. The bidder is tasked with the procurement of all necessary equipment and materials encompassing photogrammetry tools, virtual production resources, comprehensive pre and post-production facilities, and other essential equipment for the establishment, development and functioning of the Motion Capture Lab.

Flexibility is inherent in the project, allowing the successful bidder to engage in strategic partnerships with other companies for equipment procurement and service delivery. The bidder's role extends beyond mere establishment; they are entrusted with the continuous operation, development, and maintenance of the Motion Capture Lab. This collaborative effort is rooted in STPI's commitment to support startups within the IMAGE CoE ecosystem.

The Motion Capture Lab, underpinned by a self-sustainable model, is positioned to offer a spectrum of services to the Audio, Visual, Animation, Gaming, and Comics (AVCG) sector. The primary beneficiaries of this initiative are the burgeoning IMAGE CoE startups and AVCG companies, contributing significantly to the entire entertainment industry.

The successful bidder is not only tasked with providing essential motion capture services but is also instrumental in delivering photogrammetry, virtual production, and pre- and post-production services. The overarching goal is to create a thriving ecosystem that seamlessly integrates the Motion Capture Lab into the fabric of the entertainment industry, fostering innovation, collaboration, and growth.

### 4.2. Infrastructure Development

#### 4.2.1. Collaboration with STPI

The successful bidder is expected to collaborate closely with STPI for the design, deployment, development, and maintenance of the technical infrastructure required for motion capture, photogrammetry, volumetric capture, virtual production, and pre and post-production services etc., in the civil infrastructure provided at the designated location in Jubilee Hills, Hyderabad.

#### 4.2.2. Key aspects of this collaboration include:

- I. **Building Drawings:** STPI has provided detailed building drawings within the RFP. The bidder must use these drawings as a reference during the design and deployment of the technical infrastructure phase to ensure alignment with STPI's specifications.
- II. **Regular Consultations:** The bidder should maintain regular engagement and consultation with STPI representatives to address queries, provide progress updates, and ensure the final infrastructure aligns with the collaborative vision.

#### 4.2.3. Motion Capture Lab Setup

- I. STPI shall allocate approximately 10,000 sq. ft. of built-up space for the establishment of the Motion Capture Lab. The essential conditions for the seamless operation of the Motion Capture Lab will be maintained in a dust-free, electromagnetically interference-free, vibration-free, and noise-free environment.
- II. STPI commits to providing all necessary civil, electrical, mechanical, and plumbing works, including false ceiling, flooring, partitioning, installation of electrical components, cable laying, as well as essential amenities such as air conditioners

(AC), Uninterruptible Power Supply (UPS), and backup by diesel generators for the operation of the facility.

- III. The bidder is responsible for setting up the Motion Capture Lab within the provided civil infrastructure, that encompasses:
  - a. **Layout Design:** Designing the layout of the lab space based on the provided building drawings. This design should accommodate optical tracking cameras, inertial motion capture body suits, head-mounted capture units, and other essential equipment.
  - b. **Multi-Service Infrastructure:** Developing infrastructure not only for motion capture services but also for additional services such as photogrammetry, virtual production, and pre & post-production. This requires a comprehensive approach to meet the diverse needs of the entertainment industry.

#### 4.2.4. Equipment Deployment

- I. The bidder is responsible for deploying all necessary equipment, including their accessories, essential for motion capture, photogrammetry, virtual production, pre and post-production services, etc., ensuring the lab's efficient operation.
- II. During the provisioning process, the bidder shall implement rigorous quality assurance measures to guarantee the reliability and performance of all equipment.

#### 4.2.5. Infrastructure Compliance

- I. Throughout the development process, the successful bidder must ensure compliance with all relevant regulations and standards, that involves:
  - a. **Permit Acquisition:** Obtaining all necessary permits and approvals from local authorities for the setup and operation of the lab.
  - b. **Collaborative Compliance:** Collaborating with STPI to address any compliance-related queries or concerns and ensuring that the infrastructure adheres to industry standards.

#### 4.2.6. Facility Readiness

Upon completion of technical infrastructure provisioning (development), the bidder must certify that the Motion Capture Lab is ready for operation. This certification includes:

- I. **Equipment Testing:** Verifying the proper functioning of all installed equipment through comprehensive testing procedures.
- II. **Documentation Submission:** Providing detailed documentation that outlines the readiness of the lab for official use, including compliance certificates and test reports.

### 4.3. Operation and Maintenance

#### 4.3.1. Lab Operation

The successful bidder is entrusted with the operational responsibilities of the Motion Capture Lab. This involves:

- I. **Daily Operations:** Ensuring day-to-day activities within the lab are conducted seamlessly. This includes overseeing motion capture sessions, managing equipment usage, and coordinating with technical staff.
- II. **Service Delivery:** Providing motion capture services, photogrammetry, volumetric capture, virtual production, and pre & post-production services as per industry standards and client requirements.
- III. **User Coordination:** Facilitating the use of the lab by IMAGE CoE startups and AVCG companies. Coordinating schedules and bookings to maximize the lab's utilization.

#### 4.3.2. Maintenance

The bidder is obligated to maintain the lab infrastructure and equipment to guarantee uninterrupted service. Key aspects include:

- I. **Routine Maintenance:** Implementing regular maintenance schedules to ensure the optimal performance of all lab equipment. This includes cleaning, calibration, and minor repairs as needed.
- II. **Equipment Upkeep:** Taking measures to extend the lifespan of motion capture devices, photogrammetry equipment, and other hardware through proactive maintenance strategies.
- III. **Emergency Repairs:** Addressing any unexpected technical issues promptly to minimize downtime. The bidder must have a responsive support system to handle emergency repairs efficiently.
- IV. **AMC and Insurance for Equipment:** The successful bidder should ensure proper AMC and insurance for all equipment to minimize operational downtime of the lab.

#### 4.3.3. **Compliance and Safety**

The bidder is responsible for adhering to safety regulations and maintaining compliance standards:

- I. **Safety Protocols:** Establishing and enforcing safety protocols within the lab to protect both equipment and personnel during motion capture sessions.
- II. **Regulatory Compliance:** Regularly reviewing and updating safety measures to align with industry standards and any changes in local regulations.

#### 4.3.4. **User Support and Training**

Ensuring that users, including IMAGE CoE startups and AVCG companies, are well-equipped to utilize the lab facilities:

- I. **User Training:** Offering training sessions for lab users on the proper use of equipment, safety protocols, and efficient utilization of available services.
- II. **Technical Support:** Providing ongoing technical support to users, addressing queries, and troubleshooting issues to enhance their experience.

#### 4.3.5. **Documentation and Reporting**

Maintaining comprehensive documentation related to lab operations and performance:

- I. **Operational Records:** Keeping detailed records of daily operations, maintenance activities, and any incidents for future reference.
- II. **Performance Reports:** Periodically submitting reports to STPI that outline the lab's performance, including utilization statistics, maintenance logs, and user feedback.

#### 4.3.6. **Manpower Recruitment**

- I. The successful bidder is responsible for recruiting and maintaining a qualified team to support the seamless operation of the Motion Capture Lab. Key responsibilities include:
  - a. **Staffing Plan:** Develop and implement a staffing plan outlining the roles and responsibilities of each team member.
  - b. **Recruitment Process:** Conduct recruitment drives to hire skilled professionals, including but not limited to motion capture supervisors, technical managers, studio managers, post-production supervisors, skill development trainers, and other essential roles as specified in the commercial bid.
  - c. **Training:** Provide comprehensive training programs for newly recruited staff, ensuring they are proficient in operating lab equipment and delivering services as per industry standards.
  - d. **Team Management:** Oversee the day-to-day management of the recruited team, addressing any HR-related issues, conducting performance evaluations, and fostering a conducive working environment.
- II. This ensures the Motion Capture Lab is adequately staffed with skilled professionals to deliver high-quality services and meet the requirements outlined in the commercial bid.

#### 4.3.7. Utility and Statutory Bill Payments

- I. The successful bidder shall be responsible for the timely payment of all utility bills related to the operation of the Motion Capture Lab. This includes, but is not limited to, monthly water and electricity bills. Additionally, the bidder is required to settle any other statutory obligations, taxes, or fees associated with the lab's functioning.
- II. Prompt payment of these bills is crucial to ensure the uninterrupted operation of the lab and to comply with all relevant regulations. The bidder should factor these costs into their financial proposals and business plans. Any delays in payment may be considered a breach of contract, subject to penalties outlined in the agreement.
- III. STPI reserves the right to audit and verify the bidder's compliance with these financial obligations periodically. The detailed terms and conditions regarding bill payments and statutory obligations will be specified in the final agreement between STPI and the successful bidder.

#### 4.4. Business Development

The successful bidder is entrusted with the business development for the Motion Capture Lab. Key responsibilities include:

- I. Market Analysis: Conduct thorough market analysis to identify potential clients, emerging trends, and opportunities within the AVGC (Animation, Visual Effects, Gaming, and Comics) industry.
- II. Client Acquisition: Develop and implement strategies to attract clients, including but not limited to AVGC companies, startups, and other relevant entities. Actively pursue partnerships with local and international entities to expand the lab's clientele.
- III. Revenue Generation: Devise revenue-generation strategies to meet the minimum annual commitment to IMAGE CoE. This includes proposing competitive pricing models, negotiating contracts, and exploring innovative avenues for income generation.
- IV. Industry Networking: Establish and maintain strong relationships within the AVGC industry, participating in relevant events, conferences, and forums to promote the Motion Capture Lab's services.
- V. Promotional Activities: Develop and execute marketing and promotional activities to create awareness about the Motion Capture Lab's offerings. This may include digital marketing, participation in industry events, and other advertising initiatives.

The strategy and research for business development based on the above pointers shall be specified in the Design Proposal.

#### 4.5. Performance Monitoring and Financial Transparency

To ensure transparency and efficient management of the revenue-sharing model, the successful bidder shall adhere to the following processes:

##### 4.5.1. Business Monitoring

- I. Objective: Regularly assess the business performance to identify areas for improvement and growth.
- II. Activities:
  - a. Conduct monthly business reviews.
  - b. Analyse key performance indicators (KPIs) related to revenue, client acquisition, and service utilization.
  - c. Propose and implement strategies for business enhancement.

##### 4.5.2. Revenue Tracking

- I. Objective: Accurately track and report revenue generated through the Motion Capture Lab's services.
- II. Activities:
  - a. Implement a robust system for real-time revenue tracking.

- b. Generate regular revenue reports detailing sources, trends, and projections.
- c. Collaborate with STPI to reconcile revenue figures and address any discrepancies.

#### 4.5.3. **Billing Process**

- I. Objective: Streamline and ensure accuracy in the billing process.
- II. Activities:
  - a. Develop and maintain a standardized billing system.
  - b. Issue invoices to clients promptly and accurately.
  - c. Address billing-related queries from clients and STPI.

#### 4.5.4. **Payments to STPI**

- I. Objective: Facilitate timely and transparent payments to STPI in accordance with the revenue-sharing agreement.
- II. Activities:
  - a. Set up a structured payment schedule aligned with revenue generation.
  - b. Provide detailed financial statements to STPI for verification.
  - c. Ensure adherence to agreed-upon payment terms.

#### 4.5.5. **Upgradation and Expansion of the Infrastructure**

As the Motion Capture Lab evolves, the bidder is responsible for:

- I. Periodically assessing and proposing upgrades to lab infrastructure to align with technological advancements.
- II. Planning and implementing expansions to accommodate growing service demands or new offerings.

#### 4.5.6. **Workshops and Training**

The successful bidder is required to organize workshops and training programs aimed at:

##### 4.5.6.1 **Industry Awareness Workshops**

- I. Objective: Increase awareness within the AVGC industry about the Motion Capture Lab's services.
- II. Activities:
  - a. Conducting workshops across key locations in India to showcase the lab's capabilities.
  - b. Engaging with industry professionals, associations, and stakeholders.
  - c. Presenting success stories and case studies to highlight the lab's impact.

##### 4.5.6.2. **Skill Development Training Programs**

- I. Objective: Create a pool of skilled manpower to support the AVGC industry.
- II. Activities:
  - a. Designing and delivering training programs related to motion capture technology.
  - b. Collaborating with educational institutions and industry bodies for comprehensive skill development.
  - c. Offering hands-on training sessions and certification programs.

##### 4.5.6.3. **Outreach and Marketing**

- I. Objective: Promote workshops and training programs effectively.
- II. Activities:
  - a. Developing marketing collateral for workshop promotion.
  - b. Utilizing digital platforms and traditional channels to reach the target audience.
  - c. Establishing partnerships with industry influencers to enhance program visibility.

## 5. FINANCIAL TERMS AND COMMITMENTS

### 5.1. Specific financial commitments

#### 5.1.1. Minimum Annual Payment to STPI:

The successful bidder is required to make a minimum annual payment of Rs.6,00,000 or more to STPI. Additionally, the bidder shall contribute 5% or more of the gross yearly revenues generated from the operation of the Motion Capture Lab to STPI.

#### 5.1.2. Free Usage for IMAGE CoE Startups:

The successful bidder must provide a minimum of 40 man-hours per month of free access to the Motion Capture Lab facility, subject to availability, for startups affiliated with the IMAGE Center of v (CoE), supported by STPI.

#### 5.1.3. Discount for TVAGA Member Companies:

The bidder is expected to offer a minimum of 10% discount on tariffs to companies that are members of the Telangana VFX, Animation, and Gaming Association (TVAGA).

### 5.2. Payment Schedule:

#### 5.2.1. Minimum Commitment Amount

- I. **Objective:** The successful bidder is required to make an annual minimum commitment payment as per clause 5.1.1. To facilitate ease of payment, the bidder shall follow a structured schedule:
- II. **Payment Breakdown:**
  - a. One third of minimum commitment amount within 30 days from the effective date of the contract.
  - b. Another one third of minimum commitment within 90 days from the effective date of the contract.
  - c. The final one third of minimum commitment within 180 days from the effective date of the contract.
- III. **Mode of Payment:** Payments should be made via electronic transfer to the designated bank account of STPI.

#### 5.2.2. Revenue Share

**Objective:** In addition to the minimum commitment amount, the bidder shall contribute a percentage of the gross revenue generated through the Motion Capture Lab.

- I. **Introduction:** To ensure transparency and streamline the collection of revenue share, STPI proposes the establishment of an escrow account for handling the financial transactions related to the revenue share percentage.
- II. **Escrow Process:** The successful bidder shall set up an escrow account with a reputable bank, mutually agreed upon by STPI and the bidder.
- III. **Revenue Share Deposit:** Upon successful completion of services and issuance of invoices to clients, the client shall be instructed to deposit the invoiced amount into the designated escrow account.
- IV. **Escrow Management:** The bank managing the escrow account shall follow the below process:
  - a. **Transfer to STPI Account:** Upon receipt of funds in the escrow account, the bank shall promptly transfer the agreed-upon percentage of the gross revenue share to the specified STPI account.
  - b. **Balance Transfer:** The remaining balance in the escrow account, after the transfer to STPI, shall be promptly transferred to the successful bidder's designated account.

- c. **Escrow Account Agreement:** The successful bidder and STPI shall enter into a formal agreement with the bank, outlining the terms and conditions governing the escrow account, including withdrawal procedures, frequency of transfers, and any other relevant details.
- d. **Compliance:** The successful bidder is required to comply with the agreed-upon procedures and facilitate the necessary arrangements with the chosen bank for the establishment and management of the escrow account.
- e. **Audit and Reporting:** STPI reserves the right to audit the escrow account transactions periodically. The successful bidder must provide regular reports from the bank detailing the deposits, transfers, and any relevant information.
- f. **Dispute Resolution:** In the event of disputes related to the escrow account or revenue share transactions, the parties agree to follow the dispute resolution process outlined in the RFP under the "Dispute Resolution for Financial Matters" clause (Section 5.9).

### 5.3. Penalties for Non-Compliance:

- I. **Late Payment Penalty: Objective:** To ensure timely payments, penalties will be imposed in the event of non-compliance with the agreed payment terms.
- II. **Minimum Commitment Amount- Late Payment Penalties:** In case of delayed payments for the minimum commitment amount, the bidder shall be liable to pay a late fee of 2% of the overdue amount for every 30 Days beyond the due date.
- III. **Revenue Share- Late Payment Penalties:** For delayed payments related to the annual revenue share, the bidder shall be liable to pay a late fee of 2% of the overdue amount for every 30 Days beyond the specified due date.
- IV. **Accrued Penalties:** Late payment penalties will accrue daily until the outstanding amount is settled in full.

### 5.4. Adjustments

**Mutual Agreement:** In exceptional circumstances, penalties may be adjusted at the discretion of STPI and the bidder, provided that such adjustments are made in writing.

### 5.5. Auditing and Reporting:

- I. Financial Audits
  - a. **Objective:** To ensure transparency and compliance, financial audits will be conducted periodically.
  - b. **Frequency:** Audit Periods: Financial audits will be conducted at any time at the discretion of STPI by giving a reasonable notice to the Bidder, during the term of this agreement.
  - c. **Scope of Audit:** Audits will encompass all financial records, including but not limited to revenue statements, payment records, and other relevant financial documents related to the Motion Capture Lab operations.

### 5.6. Reporting Requirements

#### 5.6.1. Annual Financial Reports

The bidder shall submit annual financial reports within 30 days from the end of each financial year. These reports shall include a detailed breakdown of revenues, expenses, and other pertinent financial information.

#### 5.6.2. Audited Financial Statements

Upon completion of each audit, the bidder shall provide STPI with audited financial statements within 30 days from the end of the audit period.

**5.6.3. Access to Records**

STPI reserves the right to access, inspect, and audit all financial records related to the Motion Capture Lab during normal business hours. The bidder agrees to provide full cooperation and access to relevant records.

**5.7. Performance Guarantee:**

- I. The successful bidder is required to furnish a performance guarantee Rs. 10,00,000/- (Rupees Ten Lakhs only) to Software Technology Parks of India (STPI) as part of this contract. The performance guarantee is a security deposit aimed at ensuring the bidder's commitment to successfully set up and operate the Motion Capture Lab.
- II. **Release of Performance Guarantee:** Upon successful completion of the Motion Capture Lab setup, including the satisfactory operation and adherence to contractual obligations, the performance guarantee will be released in full to the bidder. The release will be initiated by STPI within 90 days from the date of completion, subject to verification and approval of the setup.
- III. **Submission Deadline:** The bidder must submit the performance guarantee within the date of signing the contract. Failure to provide the performance guarantee shall lead to contract termination.

**5.8. Currency and Mode of Payment:****5.8.1. Currency**

All financial transactions and payments under this agreement shall be in Indian Rupees (INR), unless otherwise agreed upon in writing by both parties.

**5.8.2. Mode of Payment**

Payment of all sums due to STPI shall be made by the Bidder through **electronic fund transfer (EFT)** to the following designated bank account:

Bank Account Number: 863810110002196

Name of Beneficiary: Software Technology Parks of India

Name and Address of Bank: Bank of India, Madhapur Branch, Hyderabad

Account Type: Savings Bank Account

IFSC Code: BKID0008638

Swift Code: BKIDINBBHMB

MICR Code: 500013024

**5.9. Adjustment Mechanism:****5.9.1. Minimum Commitment Adjustment**

The Minimum Commitment Section 5.1.1 t Amount as specified in Section 5.1.1. shall be subject to adjustment in the event of early Termination. In the event of early termination of this agreement, the Minimum Commitment Amount shall be adjusted on a pro-rata basis, considering the portion of the agreement term served.

**5.9.2. Revenue Share Adjustment:**

In the event of significant changes in market conditions affecting the Motion Capture Lab services, both parties may mutually agree to adjust the revenue share to ensure fairness and sustainability.

**5.9.3. Adjustment Process**

Any party seeking adjustments under this mechanism shall notify the other party in writing, providing detailed justification for the proposed adjustment. Both parties shall engage in good-faith discussions to reach a mutual agreement on the adjustment.



## **6. GENERAL TERMS AND CONDITIONS**

### **6.1. Confidentiality**

The Bidders agree and undertake to keep confidential this RFP document, communications, discussions, documents, information and are strictly prohibited from disclosing, reproducing, or distributing in part or full of these communications, discussions, documents, information to third parties without the express written consent of STPI. Unauthorized disclosure may result in disqualification from the bidding process and may have legal consequences. By participating in this process, bidders acknowledge their responsibility to maintain the confidentiality of the information obtained. The bidders could share such communications, discussions, documents, information, with its employees, agents, vendors, consultants only on need-to-know basis, subsequent to execution of a non-disclosure agreement.

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of STPI to the Bidder, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of STPI and shall not, without the prior written consent of STPI neither be divulged by the Bidder to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of the Contract. If advised by STPI, all copies of all such information in original shall be returned on completion of the Bidder's performance and obligations under this contract.

### **6.2. Intellectual Property**

All deliverables, outputs, plans, drawings, specifications, designs, reports, any other documents, (collectively "Documents") and software submitted by the Bidder or developed subsequent to the execution of the Contract, with reference to the scope of work herein and under the Contract shall become and remain the property of the STPI, and shall be subject to the Intellectual Property Laws of India and must not be shared with third parties or reproduced, whether in whole or part, without STPI's prior written consent. The Bidder shall, not later than upon termination or expiration of the Contract, deliver all such documents and software to STPI, together with a detailed inventory thereof. The Bidder may retain a copy of such Documents and software and shall not use it for any commercial purpose.

### **6.3. Insurance**

In relation to the provision of services, the Successful Bidder is required to possess and uphold valid and enforceable insurance coverage throughout the term of the Contract, including:

- I. Public liability, either professional indemnity or errors and omissions.
- II. Workers' compensation as mandated by law.
- III. Insurance coverage for all infrastructure and equipment provided by the Bidder.
- IV. Fire Insurance.
- V. Third-party liability.

The Successful Bidder is obligated to maintain insurance coverage for all infrastructure and equipment for one year beyond the contract period or from the date termination of the contract.

### **6.4. Collaborations and Partnerships**

The Bidder shall disclose any collaboration or partnership agreements entered into with other proprietors, companies or other entities for the fulfilment of the obligations outlined in this RFP. The Bidder must submit copies of such agreements and the details of such party along with the proposal. It is a mandatory requirement that at least one of the partner companies involved in the collaboration or the Bidder itself is an Indian company. Failure to comply with this requirement may lead to the rejection of the proposal.

## 6.5. Force Majeure

“Force Majeure” refers to events beyond a Party's reasonable control, rendering the performance of its obligations impossible or impractical. This includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, adverse weather conditions, strikes, and government actions. Force Majeure excludes events caused by the negligence or intentional action of a Party, events a diligent Party could have reasonably anticipated and avoided, and events related to insufficiency of funds or payment failures.

No Breach of Agreement: Bidder's failure to fulfil obligations due to Force Majeure shall not be a breach of this Agreement. The affected Party must take reasonable precautions and alternative measures to carry out the terms and conditions of the contract.

Measures to be taken: The Bidder affected by Force Majeure shall promptly notify STPI within 14 days of the event, providing evidence and notifying the restoration of normal conditions. The Bidder must take all reasonable measures to minimize the consequences.

Extension of Time: Any period for completing an action or task shall be extended for the duration of Force Majeure preventing its performance.

Impact on Performance: If the performance of this agreement is prevented, delayed, or hindered by a Force Majeure event as defined in the agreement for a continuous period of \_\_ days, the affected party at its absolute discretion, may terminate the agreement.

## 6.6. Indemnification

- I. Bidder's Indemnity: The selected bidder (“Bidder”) shall indemnify and hold harmless STPI, its officers, employees, and agents, from and against any and all claims, damages, losses, liabilities, costs, and expenses arising out of or related to the bidder's performance or non-performance under the contract, intellectual property, third-party, and any other associated claims, .
- II. Scope of Indemnification: The indemnification shall apply to, but is not limited to, claims for personal injury, property damage, infringement of intellectual property rights, or any other loss or damage arising out of the bidder's actions or omissions in connection with the contract.
- III. Legal Expenses: The Bidder shall reimburse STPI for all reasonable legal fees and costs incurred in defending any claim covered by this indemnity.
- IV. Notice and Defence: STPI shall notify the Bidder of any claim or demand for which indemnification is sought. The Bidder shall assume the defence of any such claim, at its expense, with legal counsel reasonably acceptable to STPI.
- V. Settlement: The Bidder shall not settle any claim without the prior written consent of STPI, which shall not be unreasonably withheld.
- VI. Insurance: The Bidder shall maintain adequate insurance coverage to support its indemnification obligations, and upon request, provide proof of insurance to STPI.
- VII. Limitation of Liability: The indemnification provided herein is not subject to any limitation of liability contained in the contract, and the Bidder's liability for indemnification shall not be limited by the contract's maximum liability cap.
- VIII. Survival: The obligations of indemnification under this section shall survive the termination or expiration of the contract.

## 6.7. Term, Renewal and Termination

### 6.7.1. Term:

The contract shall be valid for a period of 60 months from the date of execution of the contract between the successful bidder and STPI. The term shall be inclusive of an initial probationary period of 12 months. After the completion of the initial 12-month period, STPI reserves the sole right to grant an extension or terminate the contract based on the bidder's performance in the probationary period.

**6.7.2. Renewal / Extension of The Contract:**

- I. Upon the successful completion of the initial contract duration of 60 months, STPI reserves the right to renew or extend the contract on a per-year basis, subject to satisfactory performance of the selected Bidder throughout the initial contract period, including adherence to agreed-upon service levels, timely deliverables, effective management of resources, and compliance with all contractual obligations.
- II. The renewal/extension of the contract shall be subject to negotiation of mutually agreeable terms and conditions between STPI and the selected Bidder.

**6.7.3. Termination for Convenience:**

- I. STPI's Right to Terminate: STPI reserves the right to terminate the contract at any time for its convenience by providing written notice to the Bidder of 120 days.
- II. Bidder's Right to Terminate: The Bidder may terminate this agreement for its convenience by providing written notice of 120 days to STPI.
- III. Compensation: In the event of termination for convenience, the Bidder shall be entitled to compensation for work satisfactorily completed up to the termination date. The final compensation shall be rendered after deduction of the costs/dues that the successful Bidder owes to STPI at the time of termination.

**6.7.4. Termination for Cause:**

- I. Breach of Agreement: STPI may terminate the contract in the event of a material breach by the Bidder. Material breaches include, but are not limited to, failure to meet financial commitments, non-compliance with performance standards, or violation of any other essential terms of the contract.
- II. Cure Period: The party in breach shall be provided with a reasonable cure period to remedy the breach. If the breach is not cured within the specified period, the non-breaching party may terminate the contract.

**6.7.5. Insolvency or Bankruptcy:**

If either party becomes insolvent or files for bankruptcy, the other party may terminate this agreement immediately.

**6.7.6. Surviving Obligations:**

Notwithstanding termination, certain provisions of this agreement, including but not limited to confidentiality, indemnification, and governing law, shall survive.

**6.7.7. Effect of Termination:**

- I. Handover of Assets: Upon termination, the Bidder shall promptly return any property, assets, documentation, confidential information, and other material belonging to STPI under the terms of the Contract.
- II. Both parties agree to maintain the confidentiality of any sensitive information even after the termination of the contract.
- III. **Outstanding Payments:**
  - a. Any outstanding payments or financial obligations shall be settled promptly upon termination.
  - b. Coordinated Planning: In the event of termination, both STPI and the Bidder agree to engage in a coordinated exit planning process to ensure an orderly transition of services.
- IV. Transition of Services:
  - a. Timeline: The Bidder shall cooperate with STPI to establish a reasonable timeline for the transition of services. The transition period may be specified in a separate exit plan document.

- b. Continued Service: The Bidder agrees to provide necessary support and cooperation during the transition period to ensure the continued provision of essential services.
- V. Data and Asset Handover:
  - a. Data Transfer: The Bidder shall provide all necessary support to transfer any data, documents, or records related to the services promptly to STPI or a designated entity.
  - b. Asset Handover: Any assets, equipment, or materials provided by STPI shall be returned to STPI in good condition at the end of the contract. A detailed inventory of assets shall be prepared and verified during the exit process.
- VI. Personnel Transition:
  - a. Key Personnel Cooperation: The Bidder shall ensure the cooperation of key personnel during the transition period. This may include knowledge transfer sessions, training, or any other activities deemed necessary by STPI.
  - b. Non-solicitation: The Bidder agrees not to solicit or hire any key personnel from STPI during and for a specified period after the exit.
- VII. Financial Settlement:
  - a. Outstanding Payments: Any outstanding payments or financial obligations shall be settled promptly at the end of the contract or as specified in the exit plan.
  - b. Final Invoice: The Bidder shall submit a final invoice detailing all services rendered up to the termination date.

## 6.8. Governing Law

The RFP, contract and the transaction stipulated herein shall be governed by and be constructed in accordance with the laws of India and the Courts of Hyderabad shall have exclusive jurisdiction.

## 6.9. Dispute Resolution

- I. Negotiation: In the event of any dispute arising out of or in connection with the transaction contemplated herein, the parties agree to first attempt to resolve the dispute amicably through negotiations.
- II. Escalation: If the dispute cannot be resolved through negotiation within 30 days from the date the dispute arises, the matter shall be escalated to the senior management of both parties.
- III. Mediation: If resolution is not achieved through negotiation and escalation, both parties agree to submit the dispute to mediation under the rules of Mediation Act, 2023. The mediation process shall commence within 30 days of either party delivering a notice to mediate.
- IV. If mediation fails to resolve the dispute within 60 days from the initiation of the process the dispute shall be referred to Arbitration.
- V. Arbitration: Any dispute arising between the parties shall be referred to arbitration under the rules of The Arbitration and Conciliation Act, 1996. The arbitration proceedings shall be conducted in English and the decision of the arbitrator(s) shall be final and binding upon both parties.
- VI. Appointment of Arbitrator: The arbitration shall be conducted by a sole arbitrator mutually agreed upon by the parties. If the parties fail to agree on an arbitrator within two weeks, the arbitration shall be referred to statutory authority for appointment.
- VII. Arbitration Venue: The arbitration proceedings shall take place in Hyderabad.
- VIII. Costs: The costs of mediation and arbitration shall be borne by the party against whom the decision is made, unless otherwise determined by the arbitrator(s).

## 6.10. Miscellaneous

### 6.10.1. Submission Deadline Extension:

STPI may, at its discretion, extend the bid submission date. In such cases, all rights and obligations of STPI and Bidders will apply to the extended timeframe.

### 6.10.2. Amendment of RFP

- I. Prior to the submission of bids, STPI reserves the right, for any reason whatsoever, to modify any element of the RFP document by issuing a corrigendum. The corrigendum will be notified to the bidder. For interpretation purposes, the content of any corrigendum issued by STPI shall be considered an integral part of the original bid. In instances where provisions of the corrigenda contradict or are inconsistent/inapplicable with the provisions of the RFP, the provisions of the corrigendum shall prevail and govern. The contradicted or inconsistent/inapplicable provisions of the RFP shall be deemed amended accordingly.
- II. In its sole discretion, STPI may consider extending deadlines for the submission of bids to allow prospective bidders a reasonable time to account for the amendment while preparing their bids.
- III. Any changes to the RFP would be communicated to the Bidders and the Bidders should take these changes into account while preparing their bids

### 6.10.3. Withdrawal of RFP:

STPI reserves the right to withdraw the RFP at any stage without prior intimation to the Bidders.

### 6.10.4. Legal Relationship

No binding legal relationship will exist between any of the Bidders and STPI until the issues of purchase order / execution of a contractual agreement.

### 6.10.5. Amendment to the Contract

STPI reserves the right to add, delete, modify the clauses in the Contract at its absolute discretion at any time before the execution of the Contract. The selected Bidder shall be communicated of the said changes by STPI.

### 6.10.6. Waiver:

The failure of either party to enforce any provision of the Contract shall not be construed as a waiver of such provision or the right to enforce it at a later time. Any waiver by either party of any breach of this agreement must be in writing and shall not constitute a waiver of any subsequent or different breach.

### 6.10.7. Severability:

If any provision of this agreement is found to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be affected or impaired. The parties agree to negotiate in good faith to replace the invalid or unenforceable provision with a valid and enforceable one that achieves the same or similar economic effect.

### 6.10.8. Subsequent Legislation:

In the event of changes to any National or State statute, ordinance, decree, or other laws, regulations, or by-laws by any duly constituted authority on the day of bid submission or thereafter, which results in additional or reduced costs for the Bidder, the concerned authority of STPI, after due consultation with the Bidder, shall determine such additional or reduced costs. Upon prior approval from the competent authority, these costs shall be added to or deducted from the Contract Price. STPI will promptly notify the Bidder of any adjustments.

STPI reserves the right to make decisions regarding the addition or reduction of costs in the contract.

### 6.10.9. Preference for Indian Entities:

Indian entities participating in the RFP independently, or in collaboration with other Indian entities, will be awarded 2 additional marks in the final bidder evaluation to encourage their participation.

## 7. FORMATS AND OTHER DOCUMENTS

### 7.1. Bid Covering Letter

[To be submitted on the letterhead of the Bidder]

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

Subject: Submission of bid in response to the RFP for “Selection of Bidder for Designing, Setting up, Operating & Managing of Motion Capture Lab in Revenue Share Model”.

Dear Sir,

We have examined the conditions of the RFP, the Scope of Work, and other technical specifications. We, the undersigned offer to provide our services against your RFP No. <.....Insert no> for <.....Name of the RFP > dated <insert date> following the Terms & Conditions specified in the RFP for the offer mentioned in our Commercial Proposal.

We hereby declare that all the information and statements made in this RFP response are true and accept that any misinterpretation contained in it may lead to our disqualification. 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 favor our company in the shortlisting process, we are liable to be dismissed from the RFP selection process or termination of the contract during the project.

We undertake, if our proposal is accepted to commence work within \_\_\_\_\_ days from the date of handing over the site to us. If our proposal is accepted, we will furnish the Contract Performance Bank Guarantee as specified in the RFP document.

We agree to abide by this Proposal for a period of 180 days from the date fixed for opening of the Technical Proposals and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until the Work Order or Contract is prepared and executed, this Proposal together with your written acceptance thereof in your notification of award shall constitute a binding contract between us. We understand that you are not bound to accept any proposal you may receive.

Dated this \_\_\_\_\_ day of <Month>, 2024.

Signature of Authorized Signatory

Name & Title of signatory:

<Firm’s Seal>

## 7.2. Bidder Information

[To be submitted on the letterhead of the Bidder]

S. No.	Parameters	Details
1	Name of the company	
2	Office address of the company	
3	Telephone number of the company	
4	Email address of the company	
5	Name, designation, and address of the contact person:	
6	Telephone number of the contact person:	
7	Email address of the contact person:	
8	Company Incorporation Number (CIN):	
9	GSTIN Number of the company	
10	PAN number of the company	
11	Financial Detail (Turnover of the vendor during the last three (3) financial years, as per the last published audited/ CA certified balance sheets).	FY 2021 - 2022:
		FY 2022 - 2023:
		FY 2023 - 2024:
12	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
13	Have you ever been denied tendering facilities by any Government/ Department/Public sector Undertaking? (If yes, give details)	

Date:

Name & Signature of Authorized Representative:

Company Seal:

### 7.3. Bidder Declaration: Establishment of Permanent Office in India

[To be submitted on the letterhead of the Bidder]

To  
The Director,  
Software Technology Parks of India (STPI),  
6Q3, Cyber Towers, HITEC City, Madhapur,  
Hyderabad – 500081  
Email – [imagecoe@stpi.in](mailto:imagecoe@stpi.in)

Sub: Bidder Declaration - Establishment of Permanent Office in India for RFP [RFP Number]

Dear Sir,

The undersigned bidder hereby declares and affirms the establishment of a permanent office within the territory of India. This declaration signifies the bidder's commitment to maintaining a physical presence in India throughout the duration of the contract associated with this Request for Proposal (RFP).

The permanent office shall serve as a primary point of contact for all official communications, coordination, and necessary interactions related to the activities outlined in this RFP. Furthermore, the bidder asserts its compliance with all applicable laws and regulations governing the establishment and operation of businesses within the Indian jurisdiction.

This declaration is made with full understanding of the legal implications and obligations associated with having a permanent office in India. The bidder agrees to provide any documentation or evidence deemed necessary by STPI to substantiate this claim during the evaluation and contract award process.

Authorized Signatory:  
[Bidder's Name]  
[Date]

<Firm's Seal>



**7.4. Format for Self-declaration by Bidder for not being blacklisted.**

[On Company's Letter Head]

I / We, Partner(s) / Director(s)/ Authorized signatory of M/s. hereby declare that the Bidder/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 Bidder/Company is not in an active blacklisting period and is now entitled to take part in Government Tenders/ RFPs.

In case it is found that the bidder has furnished any false/ incorrect/ misleading information/ declaration/ undertaking to STPI through their RFP/ Bid document/ proposal or otherwise in any form of communication, STPI reserves its rights to debar/ blacklist the bidder 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 bidder 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 bidder.

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 bidder for the earlier issued work/ purchase order(s).

Name &amp; Signature of Authorized Representative:

Name:

Capacity in which signed: Name &amp; address of the Bidder:

Date:

Place:

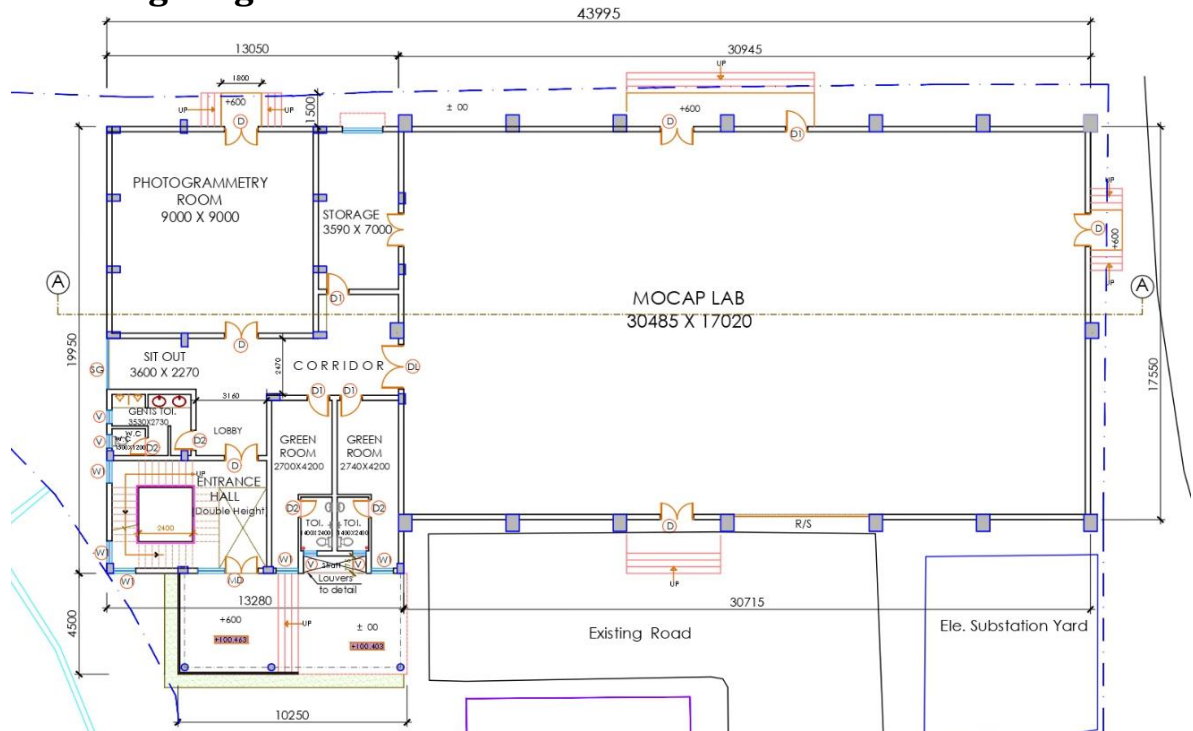
## 7.5. Technical Bid

S. No.	Description	*Minimum Qty	Bidder Proposal
<b>A</b>	<b>Motion Capturing for 100x60 FT Volume</b>		
1	Optical Tracking Cameras	20	
2	Simultaneous Captures	5 Characters	
<b>B</b>	<b>Virtual Production setup in Unreal Engine /Unity/Motion builder:</b>		
1	Screen size	10x16 FT	
2	Pixel Pitch	2	
<b>C</b>	<b>Full Body Photogrammetry setup</b>		
1	Cameras	140	
2	Pixel (MP)	24	
3	Flashlights	8	
<b>D</b>	<b>Team for managing pre and postproduction.</b>		
1	Studio Manager (Min. Experience: 2 yrs.)	1	
2	Technical Manager (Min. Experience: 2 yrs.)	1	
3	Postproduction Supervisor (Min. Experience: 3 yrs.)	2	
4	Motion capture Supervisor (Min. Experience: 2 yrs.)	2	
5	Skill Development Trainers (Min. Experience: 3 yrs.)	2	
6	Rig operator for Photogrammetry (Min. Experience: 1 yrs.)	1	

## 7.6. Commercial Bid

S. No.	Description	*Minimum Qty	Bidder Proposal
<b>A</b>	<b>Minimum Financial commitment &amp;Revenue sharing.</b>		
1	Yearly Minimum Financial Commitment offered to STPI (Exclusive of taxes)	Rs. 6,00,000/-	
2	Yearly Minimum % of share of gross revenue, offered to STPI	5%	
<b>*The Bidder should offer the minimum quantity or more</b>			
<b>B</b>	<b>Time required to complete the project.</b>		
S. No.	Description	#Max. No. of Days	Bidder Proposal
1	Time required to setup the Motion Capture Lab	150	
<b># The Bidder should offer the maximum quantity or less</b>			

## 7.7. Building Diagram



## 7.8. Documents Checklist

The bidder should submit following documents in this order:

S. No.	Documents Required	Provided (Yes/No)	Reference Page No
1	Bid covering letter		
2	Bidder Information document		
3	Copy of Certificate of Incorporation issued by Registrar of Companies		
2	Copy of the PAN Card and TAN		
3	Copy of GSTN certificate.		
4	Bidder Declaration: Establishment of Permanent Office in India		
4	Copy of Board Resolution / Power of Attorney for signing and submission of the documents		
5	Self-declaration by Bidder for not being blacklisted		
6	Experience details with documentary evidence for setting up of Motion Capture, Photogrammetry, Volumetric Capture lab, and virtual production setup etc.		
7	Detailed partnership agreement with the OEM or Equipment supplier or any other company for the equipment support and delivery of services during the project contract period, if the project is implemented in the partnership with another party.		
8	Financial statements, cash flow statements, and cash profit statement for the last 3 (three) years of the Bidder including the details of debt(s), loan(s), borrowing(s), assets and hypothecated assets, tax compliance records, etc.		
9	Tax Compliance Records		
10	Undertaking specifying that the bidder is not a party to and/or not aware of any dispute to which it can likely be made a party		
11	Technical Proposal (Clause 2.3.3.1 & Format 7.5)		
12	Commercial Proposal (Clause 2.3.3.2 & Format 7.6)		
13	Signed RFP document		

## 7.9. Authorization Letter

[On the Letterhead of the Company]

M/s. \_\_\_\_\_ Ltd., a Company incorporated on the date \_\_\_\_\_, having its registered head office at \_\_\_\_\_ ("Company"), CIN: \_\_\_\_\_, do hereby designate, nominate and appoints and authorizes Mr./Ms. [Name], [Designation], R/o [Address], as the authorized signatory with respect to the transaction contemplated herein, to sign for and on behalf of the company all documents, applications, orders, undertakings, agreements, letters, and any other document.

This authorization is effective from [Start Date] and will remain valid until further notice or unless revoked by written notice by the Company.

Please find attached the resolution passed by the board of directors, dated \_\_\_\_\_ verifying the approval of authorization of [Authorized Signatory's Name].

We trust that [Authorized Signatory's Name] will represent our company with the utmost professionalism and diligence in all matters.

\_\_\_\_\_  
[Signature and Company Seal]

[Name and Title]

[Company Name]

[Date]

## **7.10. Declaration of Non-Involvement and Awareness of Potential Disputes**

[On the Letterhead of the Company]

This declaration is made by [Company Name], a corporation duly incorporated and operating under the laws of India, with its principal place of business at [Address].

Non-Involvement in Ongoing Disputes:

[Company Name] hereby asserts that, to the best of its knowledge and belief, it is not a party to any ongoing legal disputes, claims, or litigations as of the date of this Declaration neither is aware of any disputes that it could likely be made a party to or any potential dispute.

Awareness of Potential Involvement:

[Company Name] acknowledges and understands that its business operations might subject it to potential disputes, claims, or legal actions in the future. [Company Name] agrees to handle such situations in accordance with applicable laws and regulations without affects its obligations under this transaction in any manner.

Indemnification:

[Company Name] undertakes to protect, defend, hold harmless and indemnify STPI in case of any claims and disputes.

Binding Nature:

This Declaration shall be binding upon [Company Name] and its successors, assigns, officers, and representatives.

[Company Name] hereby affirms the accuracy and truthfulness of this Declaration to the best of its knowledge and belief.

\_\_\_\_\_  
[Signature and Company Seal]

[Name and Title]

[Company Name]

[Date]