

**Expression of Interest
for Second Round of
Empanelment of Agencies for
Professional Services**



An Autonomous Society under
Ministry of Electronics & Information Technology (MeitY),
Govt. of India
www.stpi.in

CONTENTS

DISCLAIMER	4
1 FACT SHEET	5
2 INTRODUCTION	6
3 ABOUT STPI.....	6
4 SCOPE OF WORK	7
4.1 Consulting Assignment (Capacity Augmentation)	7
4.2 Deliverable-based Assignment	7
5 ELIGIBILITY CRITERIA.....	8
6 BIDDING PROCESS	9
6.1 Pre-Bid Meeting.....	9
6.2 Amendment of EoI Documents.....	9
6.3 Language of Bid.....	9
6.4 Bidding Cost	9
6.5 Bid Security Deposit /Earnest Money Deposit (EMD) Declaration	10
7 BID SUBMISSION.....	10
7.1 Online Bid Submission	10
7.2 General Instructions for Bid Submission	11
7.3 Bid Opening	13
7.4 Bid Validity.....	13
8 BID EVALUATION.....	13
8.1 Technical Evaluation.....	14
9 EMPANELMENT	14
9.1 Acceptance of Empanelment Terms & Rate Alignment.....	14
9.2 Signing of Contract	14
9.3 Security Deposit.....	15
9.4 Performance Bank Guarantee	16
9.5 Information Security	16
9.6 Confidentiality	17
10 PLACEMENTS OF WORK ORDERS	18

11 PAYMENT TERMS	19
12 PENALTIES	19
13 DEPLOYMENT OF MANPOWER/RESOURCES	20
14 GENERAL TERMS AND OTHER CONDITIONS	20
14.1 Termination of Contract.....	21
14.2 Arbitration.....	22
14.3 Applicable Law	22
14.4 Confidentiality.....	23
14.5 Intellectual Property Rights	24
ANNEXURE-1: COVERING LETTER.....	25
ANNEXURE-2: EDUCATIONAL QUALIFICATIONS AND WORK EXPERIENCE.....	28
ANNEXURE-3: INDICATIVE WORK PROFILES	30
ANNEXURE-4: BIDDER’S PROFILE.....	34
ANNEXURE-5: ELIGIBILITY COMPLIANCE SHEET	35
ANNEXURE-6: TECHNICAL EVALUATION CRITERIA	39
ANNEXURE-7: TECHNICAL COMPLIANCE SHEET	42
ANNEXURE-8: LIST OF CLIENTS	45
ANNEXURE-9: ASSIGNMENT DETAILS	46
ANNEXURE-10: EMPLOYEES DETAIL UNDERTAKING.....	47
ANNEXURE-11: PROJECT EXPECTATION MODELS	49
ANNEXURE-12: PROFORMA FOR NON-DISCLOSURE AGREEMENT	51
ANNEXURE-13: FORMAT FOR BID SECURING DECLARATION FORM/ EMD.....	54
ANNEXURE-14: MONTHLY PERFORMANCE REPORT FORMAT.....	55
ANNEXURE-15: DECLARATION-CUM-UNDERTAKING REGARDING	56

DISCLAIMER

The purpose of this Expression of Interest (EoI) is to invite proposals from interested parties for empanelment as vendors, based on the scope of work outlined herein. While this EoI has been prepared in good faith, Software Technology Parks of India (STPI) and its employees, advisors, or agents make no guarantees regarding its accuracy or completeness. STPI disclaims any liability related to the information provided. Bidders are encouraged to verify and validate the information and seek independent advice as necessary.

Interested parties should conduct their own investigations and analyses before submitting their proposals. This EoI does not constitute an offer or invitation to form an agreement or commitment.

STPI, its representatives, employees, and advisors do not guarantee the accuracy or completeness of the EoI and will not be liable under any law for its content.

STPI reserves the right to modify, add, or remove activities related to this EoI as needed to serve its best interests.

Material misrepresentation of facts will be taken seriously and may result in disqualification from STPI tenders, RFPs or EoIs for a period of two years. Bidders must provide truthful information supported by tangible evidence.

1 FACT SHEET

EoI No.	STPI/HQ/TECH/PMC/PROJ/24-25/2
Name of Organization	Software Technology Parks of India (STPI)
EoI Type	Open Tender
EoI Category	Services
Type of Contract	Empanelment
Service Category	Consultancy Services
Contract (Empanelment) Period	The empanelment under this EoI shall be co-terminus with the existing empanelment period, which is valid up to December 2026 , extendable for the next one year solely at the discretion of STPI on the same terms and conditions or additional mutually agreeable conditions. All empanelled agencies shall be governed by the prevailing terms and conditions, including any amendments or extensions issued from time to time.
Bid Security Deposit/Earnest Money Deposit (EMD)	Bid Securing Declaration Form
Bid Validity	120 days from the last date of bid submission
Date of Publication	02.04.2026 at e-procurement portal site https://eprocure.gov.in
Pre-Bid queries submission last date:	06.04.2026 till 17:30 Hours Note: Bidders need to submit their queries through e-mail prior to attend the pre-bid meeting.
Pre-bid Meeting Date & Venue:	08.04.2026 at 11:30 Hrs.
Last date and time for Bid submission	15.04.2026 at 15:00 Hrs.
Opening of Bids	16.04.2026 at 15:30 Hrs.
Number of Packets	Single Packet Online bid submission as under: 1. Packet-1: Technical Bid
Re-Bid Submission allowed?	Yes (Before last date of bid submission)
Bid Withdrawal allowed?	Yes (Before last date of bid submission)
Address for Communication	STPI, 1 st Floor, Plate B, Office Block-1, East Kidwai Nagar, New Delhi-110023

2 INTRODUCTION

STPI aims to establish a panel of esteemed consultancy firms with expertise in key ICT areas. These firms will be engaged to supply consultants for both ongoing and new projects. The consultancy support will be for a specified duration and will not create any employment obligations for STPI. The firms will have to offer their services across India. The bids are to be submitted as per the procedure given in this document. The agencies already empanelled vide Tender No. STPI/HQ/TECH/PMC/PROJ/24-25/2 dated 20.08.2024, with STPI for the said services, need not to apply again.

- i. The bidders can quote as per Eligibility Criteria, defined in the EoI. The assignments to the empanelled agencies shall be of two types i.e.

- a. **Consulting Assignment (Capacity Augmentation)**

- In the cases where STPI/ its clients need to hire technical personnel for a specified period to support existing projects. Payment will be made on a man-month basis at the empanelled rates.

- b. **Deliverable-based Assignment**

- For requirements where the scope of work and deliverables are standard, well-defined, and involve time-bound delivery.

- ii. This is not a tender for award of work, but an empanelment exercise. The bids are to be submitted as per the procedure given in this document. This process **shall not involve financial bidding** and offer of empanelment shall be issued only to the **technically qualified agencies**.

3 ABOUT STPI

Software Technology Parks of India (STPI) is an autonomous premier S&T organization under the Ministry of Electronics and Information Technology (MeitY), Govt. of India 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.

Main Objectives:

- To promote the development and export of software and software services including Information Technology (I.T.) Enabled Services / Bio-IT.
- To provide statutory and other promotional services to the exporters by implementing Software Technology Park/ Electronics and Hardware Technology Park Schemes and other such schemes which may be formulated and entrusted by the Government from time to time.

- To provide data communication services including value-added services to IT / IT-enabled services-related industries.
- To promote micro, small and medium entrepreneurs by creating a conducive environment for entrepreneurship in the field of IT / IT Enabled Services.

In furtherance of these objectives, STPI has been providing various services to organizations in the Central Government, State Governments, PSUs etc. Services include DataCom, Data Centre and Cloud Services, Information Security Audit Services, Project Management and Consultancy Services etc.

4 SCOPE OF WORK

An indicative list of key domain areas where the empanelled bidders are expected to provide consultants with Management and/or Technical profiles is outlined in Annexure-3: “Indicative Work Profiles for Various Positions”.

The consulting firms must employ consultants with expertise in the disciplines listed in the Annexure-2: Educational Qualifications and Experience.

A work order will be issued according to STPI’s Standard Operating Procedures (SoP) and will be assigned to one of the empanelled vendors based on one of the models outlined in the Annexure-11: Project Expectation Models.

4.1 Consulting Assignment (Capacity Augmentation)

- For each job, the bidder will prepare a list of consultants indicating their experience in the area based on requirements as mentioned in terms of “Proposed Consultants for Capacity Augmentation”.
- A Project Review Committee (PRC), constituted for the purpose of selection of consultants, may shortlist the consultants for deployment in man-month mode.
- In case the PRC desires, the consultants may be called for personal interaction/presentation. After the selection of consultants by PRC, STPI will issue a work order for job assignment.

4.2 Deliverable-based Assignments

- For each job, the bidder will prepare an estimated time/cost document as an “Estimated Resource Deployment Proposal” indicating the man-month efforts of the bidder’s consultants at various levels at the rates finalized through this EoI.
- A Project Review Committee (PRC) may evaluate the proposals for the selection of one of the empanelled bidders. In case the PRC desires, the bidders may be called for presentation. After approval of the cost/time estimates by a Project Review Committee (PRC), STPI will issue a work order for job assignment.
- The bidders will prepare such time/cost documents free of charge within the given time frame.

- iv. The resources to be deployed should be the bidder's employees and they should have regular educational qualifications and experience as per Annexure-2: Educational Qualifications and Experience. STPI may call for this information from a professional before her/his deployment.
- v. Bidder's consultants deployed on a job will use their infrastructure when working from STPI/user's premises. The user's responsibility will be restricted to providing a workspace and environment for the consultants' official work related to the assigned job. Except, for the situation where it mandates that the infrastructure of the workplace must be used.

5 ELIGIBILITY CRITERIA

- 1) The bidder should be a **Company** registered in India under the Companies Act 1956 or a **partnership** registered under the India Partnership Act 1932 or **Limited Liability Partnership Firm** registered under the Limited Liability Partnership Act 2008 or a **Proprietary firm** with their registered office in India for the last three financial years. Certificate of Incorporation & Copies of Articles of Association (in case of registered firms), Bye-laws and certificate of registration (in case of registered co-operative societies), Partnership deed (in case of partnership firm) /summary for partnership, Self-Certificate in case of Proprietary Firm with GSTIN certificate should be submitted.
- 2) Demerged entities (by virtue of a corporate restructuring exercise etc.) are permitted to use the credentials of the original/parent entity to satisfy the eligibility criteria in the EoI, at least, for an initial five years from the incorporation of the demerged entities.
- 3) The bidder must have a registration number for GST (Goods and Services Tax) and carry a valid PAN. A copy of PAN and GSTIN registration should be submitted.
- 4) The bidder, as of the date of bid submission, has not been blacklisted or debarred in the last three years and is not under a blacklisting period /active debarred list by STPI or any of the Central or State Government Organisation / Public Sector Undertaking / Autonomous Body etc. An undertaking (self-certification on the company's letterhead) is to be submitted.
- 5) The bidder should be a consulting firm operating in India for the last five financial years for 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25.
- 6) The bidder's average annual turnover from consultancy services in India should be **Rs. 200 crores** or more in the last three Financial Years. The audited Balance sheet of the respective financial year is to be enclosed along with a turnover certificate duly certified by a registered Chartered Accountant (CA).
- 7) The bidder's average annual turnover from eGovernance/IT consultancy in India should be **Rs. 50 crores** or more in the corresponding three years as above. The turnover certificate duly certified by a registered CA should be submitted in support of eGovernance/IT Consultancy.
- 8) The bidder should have completed at least 5(Five) e-Governance/IT consultancy jobs each of value more than Rs. 1 crore or must have achieved a project milestone value of more than Rs. 1 crores in each of the 5 IT Consultancy/e-Gov projects/BFSI in the last 3 financial years. Information on the work order may be furnished as per Annexure-9: Assignments Details.
- 9) The minimum number of resources on the roles of a bidder in a specific domain should be as defined in "Annexure-2: Educational Qualifications & Experience".
- 10) The resources for both profiles, required as per "Annexure-2: Education Qualification & Experience" should be on the bidder's company payroll for more than 2(two) Years.

6 BIDDING PROCESS

Bidders are advised to study the EoI Document carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of the EoI document (including corrigendum, if any) and all instructions, eligibility norms, terms and requirement specifications with full understanding of its implications. Bids not complying with all the given clauses in this EoI document or failure to furnish all information required or submission of a bid not substantially responsive in every respect will be at the bidder's risk and may result in rejection.

6.1 Pre-Bid Meeting

- 1) STPI shall hold a pre-bid meeting with the prospective bidders as per the schedule provided in Section: **FACT SHEET**. Queries received from the bidders regarding bidding conditions, bidding process, item specifications, evaluation criteria, etc., in writing, or over email, **up till two days prior to the pre-bid meeting**, shall be addressed. The queries can be sent to STPI through email at vikas.g@stpi.in.
- 2) STPI is not bound to clarify any query received after the day as described above.
- 3) STPI will review every query and on due consideration will issue a corrigendum (if required). However, STPI does not undertake to answer each query (ies). Bidders shall not assume that their unanswered queries have been accepted by STPI.

6.2 Amendment of EoI Documents

- 1) At any time prior to the last date for receipt of bids, STPI, may, for any reason, whether at its initiative or in response to a clarification requested by a prospective bidder, modify the EoI documents through an amendment/corrigendum. The amendment will be notified through the portal, which will be binding on all prospective bidders to consider the amendment and accordingly submit their proposal/ quotation.
- 2) To give prospective bidders reasonable time to take the amendment into account in preparing their bids, STPI may, at its discretion, extend the last date for the receipt of bids.

6.3 Language of Bid

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid, exchanged by the Bidder and STPI, shall be written in English. Supporting documents and printed literature furnished by the bidder may be in another language provided they are accompanied by an accurate translation of the relevant pages in English. For interpretation of the bid, the translation shall govern. Information supplied in another language without proper translation shall be rejected.

6.4 Bidding Cost

The Bidder shall bear all costs associated with the preparation/submission of the Bid. STPI will in NO CASE be responsible or LIABLE for those costs, regardless of the conduct or outcome of the bidding process.

6.5 Bid Security Deposit /Earnest Money Deposit (EMD) Declaration

- 1) The Bidders shall submit a “**Bid Security Deposit Declaration Form**” as per the format mentioned in Annexure-13: **Format for Bid Securing Declaration Form/EMD through** uploaded onto the CPP Portal as per the bid submission section.
- 2) The bids without Bid Security Deposit Declaration Form in the prescribed format as mentioned above, will be summarily rejected.
- 3) In case the Bid Securing Declaration is not received by the stipulated time then the Purchaser reserves the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.

7 BID SUBMISSION

- 1) Bidder shall adhere to the timelines as mentioned in the Section: **FACT SHEET**. No bids shall be accepted post the deadline as mentioned in this schedule.
- 2) Bids submitted Online will be only considered for the opening process and further evaluation.
- 3) Incomplete bids will be rejected straight away and will not be considered.

7.1 Online Bid Submission

Online bids (complete in all respects) must be uploaded on <https://eprocure.gov.in> latest by the time & date mentioned in the Section: **FACT SHEET**. The Online bids should be submitted as under with mentioned **single packet online**:

Packet No.	Documents to be uploaded	Packet File Format
Packet-1 (Technical Bid)	<ol style="list-style-type: none"> 1. Scanned copy of Covering Letter in Company Letter Head as per Annexure-1: COVERING LETTER FOR BID duly sealed & signed (PDF) 2. Scanned copy of the Bid Securing Declaration Form duly sealed and signed as per the format mentioned in Annexure-13: FORMAT FOR BID SECURITY DECLARATION FORM/EARNEST MONEY DEPOSIT. (PDF) 3. Scanned copy of the Original Power of Attorney letter in a Non-Judicial Stamp Paper of at least Rs.100/- or Board Resolution in Letter Head in original in case of Registered Limited Companies or Original Authorization in Letter Head in case of Partnership Firm Or Original Self Certificate in Letter Head in Case of Proprietorship naming/indicating the person authorized to sign the bid (PDF). 4. Scanned copy of Bidder's Profile as per Annexure-4: Bidder's profile duly filled in, signed and stamped along with all supporting documents. 5. Scanned copy of duly filled signed and stamped Eligibility Compliance Sheets as per Annexure-5 and all the supporting/mandated documents and Annexures required for eligibility criteria. 6. Scanned copy of duly filled signed and stamped Technical Compliance sheet as per Annexure-7 and all the supporting/mandated documents and Annexures required for Technical evaluation of the bid as per the evaluation criteria. <p>Note: Bids will be rejected if the PDF file does not include the specified documents or contains the financial bid in any explicit or implicit form.</p>	PDF

Note: The bidders will be invited for presentation as per the technical evaluation criteria mentioned in Annexure-6: **Technical Evaluation Criteria**. The decision of Technical Evaluation Committee (TEC) will be final in this regard.

7.2 General Instructions for Bid Submission

- 1) STPI will not be responsible for any delay on the part of the vendor in the submission of the bid.
- 2) The bids submitted by Fax/E-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- 3) Conditional Bids shall not be accepted on any ground and shall be rejected straightway. (A bid is conditional when the bidder submits its bid with his own conditions & stipulations extraneous to the terms and conditions specified in this EoI) If any clarification is required, the same should be obtained before the submission of the bids i.e. during the pre-bid meeting.
- 4) No bids will be accepted after the expiry of the deadline as stated in the Fact Sheet.

- 5) All pages of the bid being submitted must be signed by the authorized signatory, stamped and sequentially numbered by the bidder irrespective of the nature of the content of the documents. Un-signed & un-stamped bids may be summarily rejected.
- 6) At any time prior to the last date for receipt of bids, STPI, may, for any reason, whether at its initiative or in response to a clarification requested by a prospective bidder, modify the EoI Document by publishing an amendment/corrigendum. The amendment will be notified on STPI's and CPP portals and should be taken into consideration by the prospective agencies while preparing their bids. It is the responsibility of the bidder to check the website for any such notice/changes and submit its bid accordingly.
- 7) To give prospective agencies reasonable time to take the amendment into account in preparing their bids, STPI may, at its discretion, extend the last date for the receipt of bids. No bid may be modified after the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period specified in the EoI. Withdrawal of a bid during this interval may result in the execution of the Bid Securing Declaration.
- 8) Printed terms and conditions of the vendors will not be considered as forming part of their bid. In case any terms and conditions of the EoI document is/are not acceptable to the bidder or submitted any deviation, the bid shall be rejected summarily.
- 9) Bids not submitted as per the specified format and nomenclature may be rejected.
- 10) Ambiguous/Incomplete/Illegible bids may be outrightly rejected. Not quoted bids shall be considered non-responsive and shall be rejected.
- 11) Any alteration/ overwriting/ cutting in the bid should be duly countersigned else it will be outright rejected.
- 12) Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and required specifications in the EoI document with full understanding of its implications. Bids not complying with all the given clauses in this EoI document are liable to be rejected. Failure to furnish all information required in the EoI Document or submission of a bid not substantially responsive to the EoI document in all respects will be at the vendor's risk and may result in the rejection of the bid.
- 13) The agencies already empanelled vide Tender No. STPI/HQ/TECH/PMC/PROJ/24-25/2 dated 20.08.2024, with STPI for the said services, need not to apply again.
- 14) EoI process will be over after the issuance of empanelment letter(s) to the selected agency (ies).

7.3 Bid Opening

- 1) STPI shall convene a bid opening session as given in the **FACT SHEET**, where one representative from the agencies, who have successfully uploaded the bid, can participate.
- 2) Financial bids of only those bidders whose bids are found qualified by the Evaluation Committee as per both Pre-Qualification & Technical criteria will be opened in the presence of the bidder's representatives subsequently for further evaluation.

7.4 Bid Validity

All the bids must be valid for **120 days** from the date of bid opening. For placing the initial order, the rates should be valid for the initial/extended period of empanelment from the date of empanelment. No request will be considered for price revision during the empanelment (contract) period. The bids will be opened in the presence of the bidder's representatives (only one) who choose to attend the Bid opening sessions as mentioned in the FACT SHEET. (bid opening session might be online). The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for STPI, the Bids shall be opened at the same time and location on the next working day.

If necessary, STPI shall seek an extension in the bid validity period (as required). The bidders, not agreeing to such extensions will be allowed to withdraw their bids.

8 BID EVALUATION

- 1) Any effort by a bidder to influence STPI's bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's bid and execution of the Bid Securing Declaration. No enquiry shall be made by the bidder(s) during the evaluation of the bid, after the opening of the bid, till the final decision is conveyed to the successful bidder(s). However, the Committee / its authorized representative and office of STPI can make any enquiry / seek clarification from the bidders, which the bidders must furnish within the stipulated time else the bids of such defaulting bidders will be rejected.
- 2) STPI reserves the right to accept any bid, to cancel/abort the EoI process and to reject all bids at any time before the award of the Contract, without thereby incurring any liability to the affected bidder or bidders, of any obligation to inform the affected bidder of the grounds for STPI's action and without assigning any reason.

8.1 Technical Evaluation

- 1) A duly constituted Technical Evaluation Committee (TEC) will first evaluate bidders based on Annexure-5: Eligibility Compliance Sheet of this EoI.
- 2) The TEC will examine the eligibility documents of the bidders as per the EoI specifications. Bids of the bidders, not satisfying the eligibility criteria shall be rejected.
- 3) Only bidders who satisfy all the conditions of the eligibility criteria completely will be considered for further technical evaluation.
- 4) The TEC will further evaluate the documents of the eligible bidders as per the Annexure-7: Technical Compliance sheet as per the technical evaluation criteria.
- 5) The presentation made by the bidders will be technically evaluated and marked as part of the marking scheme provided in Annexure-6: Technical Evaluation Criteria and the decision of TEC will be final in this regard.
- 6) If required by the TEC, the bidders shall also assist the TEC in getting relevant information from the bidders' references. Agencies failing to adhere to the specified time limit will not be considered for further evaluation.
- 7) To pass in the Technical Evaluation, a bidder must obtain a minimum score of 70 % of the total marks in the Annexure-6: Technical Evaluation Criteria.

9 EMPANELMENT

9.1 Acceptance of Empanelment Terms & Rate Alignment

- 1) Agencies meeting the prescribed eligibility criteria and qualifying in the technical evaluation shall be issued the offer of empanelment.
- 2) Such empanelment shall be subject to the condition that the selected agencies agree to match the rates already discovered and finalized under the existing empanelment.
- 3) No deviation from the existing approved rates shall be permitted.
- 4) Failure to accept the existing rates shall result in non-empanelment.
- 5) The empanelment under this EoI shall be valid for a period coterminous with the tenure of the existing empanelled agencies and shall be governed by the same terms and conditions, including any extension thereof, as may be applicable from time to time.
- 6) Empanelment shall not guarantee award of work, and allocation of assignments shall be undertaken separately as per the requirements.

9.2 Signing of Contract

- 1) The empanelment under this EoI shall be co-terminus with the existing empanelment period, which is valid up to **December 2026**, extendable for the next **one year** solely at the discretion of STPI on the same terms and conditions or additional mutually agreeable conditions. All empanelled agencies under this EoI shall be governed by the same terms and conditions as applicable to the existing empanelment, including any amendments or extensions issued from time to time.
- 2) The rates finalized will not be changed throughout the period of empanelment. In case of an extension, STPI may call fresh quotes from the empanelled Agencies to finalise the

- rate for the extension period.
- 3) The incidental expenses of execution of the agreement/contract shall be borne by the empanelment vendor.
 - 4) After empanelment, the selection procedure for issuance of Work Order / Purchase Order will be at the sole discretion of STPI. The Bidder will provide services as per STPI's requirements.
 - 5) The services of empanelled agencies may be used by any of the existing/upcoming STPI Directorates/Centres. The issuance of work orders and corresponding payments to the service providers will be STPI's Directorate/Centre-wise.
 - 6) The Empanelled agency should provide an escalation matrix for problem resolution to the user by providing the Names, Designations, Contact Numbers (s) and Email ID's of the persons to be contacted.
 - 7) On written communication from STPI for having qualified for empanelment the bidder shall sign the contract (letter of empanelment) within 15 days of such communication. Failing which the offer shall be treated as withdrawn and execution of Bid Securing Declaration.
 - 8) Empanelled agencies must honour all EoI conditions and adhere to all aspects of fair-trade practices in executing the purchase orders placed by STPI on behalf of its clients. Failing this, STPI may execute of Bid Securing Declaration and stop further participation of such agency (ies) for three years in the STPI tendering/EoI process.
 - 9) In the event, that an Empanelled Company or the concerned division of the Company is taken over /bought over by another company, all the obligations and execution responsibilities under the agreement with STPI, should be passed on for compliance by the new company in the negotiation for their transfer.
 - 10) During the empanelment, STPI may ask the agency to submit the supporting documents that may be required to ensure that the EoI terms and conditions are fulfilled.
 - 11) The agency should not assign or sublet the empanelment or any part of it to any other agency in any form. Any such attempt shall result in termination of empanelment and forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders)
 - 12) STPI may, at any time, terminate the empanelment by giving written notice to the Empanelled agency without any compensation, if the Empanelled agency becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to STPI.

9.3 Security Deposit

- 1) The selected bidder(s) will submit the security deposit of **Rs. 50 Lakhs** (Rupees Fifty Lakhs) in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee, Bankers Cheque from a Commercial bank or online payment in an acceptable form for the duration of the empanelment plus 3 months or extended period if any (with 3 months add on period), in favour of STPI, New Delhi.
- 2) Empanelled agencies shall be required to submit Security deposits within 14 days of issuance of Empanelment letters by STPI.
- 3) STPI will have the right to forfeit the security deposit if the empanelled agency fails to meet the terms and conditions of the EoI document or perform any other obligation under

the contract, fails to execute the work orders issued by STPI.

- 4) Apart from this STPI also reserves the right to cancel the empanelment of the selected agency in case of repeated default.
- 5) In the event wherein the Empanelment is extended by STPI beyond 2 years, the selected agency shall ensure submission of a fresh Security Deposit within 14 days of issuance of the letter for extension of Empanelment by STPI.
- 6) The security deposit will be released without any accrued interest after the empanelment or execution of all pending POs whichever is later.

9.4 Performance Bank Guarantee

- 1) The selected Service Provider shall be required to furnish a Performance Bank Guarantee (PBG) equivalent to 5% (Five Percent) of the Work Order/Purchase Order value.
- 2) PBG will be in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, an unconditional and irrevocable Bank Guarantee, Bankers Cheque from a Commercial bank or online payment in an acceptable form drawn in the name of (STPI), New Delhi.
- 3) The PBG should remain a period of 60 (Sixty days) beyond the date of completion of all contractual obligations of the supplier.
- 4) The PBG must be submitted after the contract's award but before the contract's signing (if any).
- 5) The successful service provider must renew the PBG on the same terms and conditions for the period up to the contract including the extension period, if any.
- 6) PBG would be returned only after successful completion of tasks assigned to them and only after adjusting/ recovering any dues recoverable/ payable from/ by the Service Provider on any account under the contract.
- 7) The PBG will be released (without any accrued interest) after the completion of all tasks (deliverables) as assigned in the PO.
- 8) STPI will have the right to forfeit the PBG along with the Security Deposit without assigning any reasons if the selected agency defaults or is deemed to have defaulted or in the case of non-acceptance of the purchase orders and thereafter the empanelment will be cancelled.
- 9) In the event of default in the submission of PBG within the stipulated time, the agency shall be liable for a penalty amounting to 0.1% (Zero Point One Percent) of the PO value per day delay with a Maximum penalty capping of 10% of the PO value.
- 10) In the event wherein a PO is released by STPI for project renewal, or a fresh PO is released, the bidder shall ensure extension/submission of PBG within 15 days of issuance of the PO.

9.5 Information Security

- 1) The Service Provider shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in physical or electronic form, which are proprietary to or owned by STPI, out of premises without prior written permission from STPI.

- 2) Service Provider acknowledges that STPI's business data and other STPI proprietary information or materials, whether developed by STPI or being used by STPI pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to STPI; and Service Provider agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Service Provider to protect its proprietary information.
- 3) Service Provider recognizes that the goodwill of STPI depends, among other things, upon Service Provider keeping such proprietary information confidential and that unauthorized disclosure of the same by Service Provider could damage STPI and that by reason of Service Provider's duties hereunder. Service Provider may come into possession of such proprietary information, even though Service Provider does not take any direct part in or furnish the services performed for the creation of said proprietary information and shall limit access thereto to employees with a need for such access to perform the services required by this agreement. Service Provider shall use such information only for the purpose of performing the said services.
- 4) Service Provider shall, upon termination of this agreement for any reason, or upon demand by STPI, whichever is earliest, return any and all information provided to Service Provider by STPI, including any copies or reproductions, both hardcopy and electronic.
- 5) The Appointed agency will not disclose any information, to anyone in any form about software, hardware, network topology, IP Schema, and network security policies of STPI. Information disclosure to anyone shall be only with prior written consent of STPI. For this, a separate "Non-Disclosure Agreement" Annexure-12: Proforma for Non-Disclosure Agreement shall be signed within 1 week after receiving the work order.

Note: The provisions of clause 9.5 shall also be applicable w.r.t the STPI's clients.

9.6 Confidentiality

The empanelled bidder and their personnel shall not, either during the term or after expiration of this contract, disclose any proprietary or confidential information relating to the services, contract or business or operations of STPI or its clients without the prior written consent of STPI.

10 PLACEMENTS OF WORK ORDERS

- 1) STPI may place work orders on the empanelled agencies for its requirements or its projects on behalf of its clients. Work may be awarded based on a Man-Month basis or in Project mode.
- 2) This EoI is for the empanelment of multiple agencies. In view of STPI's order on Procurement Preference Policy, preference shall be given to the L1 bidder or distribution of projects (purchase orders) / work. However, STPI shall have the right to choose any other eligible bidder for allotment of projects (purchase orders) / work considering various parameters like performance, location, mix of projects etc. or any other factors depending on the situation.
- 3) The Work Order may encompass the complete scope of work or may require few services. Depending on the requirement, the work orders may be placed to any of the empanelled agencies; more than one depending on the project requirement or the Terms of Reference (TOR) may be given to more than one empanelled agency for their proposals for the specific scope of work using the L1 rates.
- 4) The Terms of Reference/ Scope of Work will be shared among all Empanelled agencies, and they will be invited by the Committee to make presentations and submission of technical proposals and/or financial effort estimates in a separate sealed envelope regarding the project under consideration. The presentations may be evaluated objectively, based on which the most suitable agency may be assigned the work by STPI, on the recommendation of the above Committee. For assignment of work to Empanelled agencies, the above-mentioned Standard Operating Procedure (SOP) is followed or implementation of new guidelines from time to time.

11 PAYMENT TERMS

- 1) Payment will be made in Indian Rupees only.
- 2) The payment to the agency will be made every month depending upon the actual duration of Consultancy services rendered at STPI after availing service.
- 3) The agency will submit pre-receipted bills in triplicate (having details of the concerned work-order number, Date and Project of STPI) on a monthly basis in the name of STPI by the 5th day of the succeeding month along with the individual's Monthly Satisfactory Performance Report(s) duly signed by Project coordinator. Payment will be made within 30 days of submission of the Bill along with all the completed documents and after deducting the applicable penalty if any.
- 4) Payments shall be made subject to deductions of any amount for which the agency is liable under the empanelment or EoI conditions. Further, all payments to the agency will be made subject to a deduction of TDS (Tax deduction at Source) applicable to the deployment of professionals as per the Income Tax Act, 1961, and also applicable penalty & other taxes, if any, as per Government of India rules.
- 5) GST would be paid extra as may be applicable from time to time.
- 6) It is the bounden duty of the empanelled agency to regularly pay the deployed manpower their entitlements like monthly salaries/wages/annual increment/EPF/ESI/Bonus/ Medical Insurance/ Accidental Insurance etc. as may be applicable and submit the proof thereof to STPI along with Vendor Invoices for the processing of the bills.

12 PENALTIES

- 1) Any unjustified and unacceptable delay resulting from reasons attributable to the Empanelled agency beyond the delivery/installation (where applicable) schedule as per the purchase/ Work order will render the agency liable for liquidated damages at the rate as mentioned in the following sections.
- 2) The Empanelled agencies shall render the services strictly adhering to the Important Dates by STPI in the Work order. Any delay, not condoned by STPI, on the part of the agency in the performance of its obligations shall attract a penalty. The penalty shall be charged at the rate of 0.5% of the delayed milestone (or item in default, as applicable) per week of delay or per instance of default (in case of translation services) subject to a maximum of 10% of the work order value. Post that STPI will have the option of getting the work done through alternate sources at the cost and risk of the defaulting agency, which will be realized from pending payments of the Empanelled agency, or from the security deposit, or from the Performance Bank Guarantee or by raising claims.
- 3) The Empanelled agency shall not refuse to accept STPI work order under any pretext.
- 4) The work order can be collected from the STPI office or if convenient to the agency, it can be mailed to them. The selected agency shall start the work within 15 working days of the date of the work order. For bigger projects, timelines will be mutually agreed between STPI and the selected agency.
- 5) For three successive recurrences of default related to non-execution of work orders for reasons attributable to the agency, STPI would be free to forfeit the defaulting agency's Performance Bank Guarantees received against the affected work orders and/or termination

of the Contract provided the agency fails to remedy such default in spite of 30 days written notice from STPI to cure such default.

- 6) If at any time during the performance of the work order, the agency encounters conditions impeding the timely performance of the ordered services, the agency shall promptly notify STPI in writing of the fact of the delay, its likely duration and its cause(s).

13 DEPLOYMENT OF MANPOWER/RESOURCES

- 1) The manpower provided by the agency shall work as per the STPI work schedule.
- 2) Neither the agency nor its personnel /workmen can be treated as employees of STPI for any purpose. They are not entitled to any claim, right, preference, etc. over any job/regular employment of STPI. The agency or its workmen shall not at any point of time have any claim whatsoever against STPI. The Agency should submit an undertaking received from the respective deployed manpower in STPI regarding the same.
- 3) If the STPI so recommends, a deployed resource must be replaced by the agency within a period of 10 working days.
- 4) It is expressly understood and agreed to between the parties to this agreement that the manpower deployed by the agency shall be the employees of the agency for all intents and purposes and in no case, there shall be a relationship of employer and employee between the STPI and the said manpower. The Agency should submit the undertaking received from the respective deployed manpower in STPI regarding the same along with an appointment letter issued to those manpower/s.
- 5) The manpower employed by the agency shall have no right, whatsoever, for any appointment in the STPI in temporary/ad-hoc/daily wages/regular capacity on the basis of their work in the STPI.

14 GENERAL TERMS AND OTHER CONDITIONS

- 1) The empanelment under this EoI is not assignable by the selected vendor. The selected vendor shall not assign its contractual authority to any other third party.
- 2) Any default or breach in discharging obligations under this EoI by the selected vendor while rendering services/supplies to STPI, shall invite all or any actions/sanctions, as the case may be, including execution of Bid Securing Declaration, security deposit stipulated in this EoI document. The decision of STPI arrived at as above will be final and no representation of any kind will be entertained on the above.
- 3) 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 a bid, to cancel/abort the EoI process and/or reject all bids at any time prior to the award of empanelment, without thereby incurring any liability to the affected agencies on the grounds of such action taken by the STPI.
- 4) Any default by the bidders in respect of EoI terms & conditions will lead to rejection of the bid with the execution of Bid Securing Declaration /forfeiture of Security Deposit.
- 5) The decision of STPI arrived during the various stages of the evaluation of the bids is final & binding on all vendors. Any representation towards these shall not be entertained by STPI. Reasons for rejecting a bid will be disclosed only when an enquiry is made by the concerned

bidder.

- 6) In case the empanelled vendor /empanelled bidder is found in breach of any condition(s) of EoI or supply order, at any stage during the course of the project deployment period, legal action as per rules/laws will be taken.
- 7) Any attempt by vendor/empanelled bidder to bring pressure towards STPI's decision-making process, such vendors shall be disqualified for participation in the present EoI and those vendors may be liable to be debarred from bidding for STPI RFPs/ EoIs in future for a period of three years.
- 8) Printed/written conditions mentioned in the bids submitted by vendors will not be binding on STPI.
- 9) Upon verification, evaluation/assessment, if in case any information furnished by the vendor is found to be false/incorrect, their total bid/Contract shall be summarily rejected and no correspondence on the same, shall be entertained.
- 10) STPI will not be responsible for any misinterpretation or wrong assumption by the vendor while responding to this EoI.

14.1 Termination of Contract

STPI reserves the right to suspend any of the services and/or terminate this agreement in one or more of the following circumstances by giving 30 days notice in writing:

(i) Termination for Insolvency, Dissolution etc.

STPI may at any time terminate the contract by giving written notice to the selected agency without compensation to the selected agency if the selected agency becomes bankrupt or otherwise insolvent or in case of dissolution of the firm or winding up of the company, provided that such termination will not prejudice or affect any right of action or remedy which has accrued thereafter to STPI.

(ii) Termination for Default:

STPI may without prejudice to any other remedy for breach of contract, (including forfeiture of security deposit, Performance Bank Guarantee) by written notice of default sent to the Empanelled agency, terminate the contract in whole or in part after sending a notice to the Empanelled agency in this regard.

- 1) If the Empanelled agency fails to accept the Purchase Order(s).
- 2) If the Empanelled agency fails to deliver services within the time period specified in the purchase orders or during any extension thereof granted by STPI.
- 3) If the Empanelled agency fails to meet any other terms and conditions under the contract.

(iii) Termination for Convenience

STPI may by written notice, sent to the selected agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for STP's convenience, the extent to which performance of work under the work order and/or the contract is terminated and the date upon which such termination becomes effective. STPI reserves the right to cancel the remaining part and pay to the selected agency an agreed amount for partially completed Services.

(iv) Termination Process

- 1) Upon the occurrence of an event of default as set out in the above clauses, STPI will deliver a default notice in writing to the other party which shall specify the event of default and give the Empanelled agency an opportunity to correct the default.
- 2) At the expiry of the notice period, unless the party receiving the default notice remedied the default, the party giving the default notice may terminate the agreement.
- 3) Payments for all satisfactorily completed services till the time of termination shall be made to the vendor in the event of termination.

14.2 Arbitration

STPI and the empanelled agency will make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or in connection with the agreement/work order. If any dispute will arise between parties on aspects not covered by this agreement, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for the general or the special conditions, such dispute will be referred to the panel of arbitrators, one to be appointed by each party and the award of the arbitration, as the case may be, will be final and binding on both the parties.

Such arbitration will be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or amended later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings will be held in New Delhi, India.

14.3 Applicable Law

- 1) The vendor/empanelled bidder shall be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.
- 2) All disputes in this connection shall be settled in Delhi jurisdiction only.
- 3) STPI reserves the right to cancel this EoI or modify the requirement at any stage of the EoI process cycle without assigning any reasons. STPI will not be under obligation to give clarifications for doing the aforementioned.
- 4) STPI reserves the right that the work can be allocated to any of the empanelled vendors.

- 5) STPI also reserves the right to modify/relax any of the terms & conditions of the EoI by declaring/publishing such amendments in a manner that all prospective vendors/parties are kept informed about it.
- 6) STPI, without assigning any further reason can reject any EoI(s), in which any prescribed condition(s) is/are found incomplete in any respect and at any processing state.
- 7) STPI also reserves the right to award work orders on a quality/technical basis, which depends on the quality, capability and infrastructure of the firm.
- 8) All procedures for the purchase of stores laid down in GFR and DFPR shall be adhered- to strictly by the STPI and subordinates and Bidders are bound to respect the same.

14.4 Confidentiality

- 1) Selected agency (the “Receiving Party”) shall acknowledge and agree to maintain the confidentiality of Confidential Information (as hereafter defined) provided by the STPI (the “Disclosing Party”). The Receiving Party shall not disclose or disseminate the Disclosing Party’s Confidential Information to any person other than those employees, agents, contractors, subcontractors and licensees of the Receiving Party, or its affiliates, who have a need to know it in order to assist the Receiving Party in performing its obligations or to permit the Receiving Party to exercise its rights under the Contract Agreement.
- 2) The term “Confidential Information”, as used herein, shall mean all business strategies, plans and procedures, proprietary information, software, tools, processes, methodologies, data and trade secrets, and other confidential information and materials of the Disclosing Party, its affiliates, their respective clients or suppliers, or other persons or entities with whom they do business, that may be obtained by the Receiving Party from any source or that may be developed for the Disclosing Party as a result of the Contract Agreement.
- 3) The provisions respecting confidentiality shall not apply to the extent, but only to the extent, that the information or document is: (i) already known to the Receiving Party free of any restriction at the time it is obtained from the Disclosing Party, (ii) subsequently learned from an independent third party free of any restriction and without breach of this provision; (iii) is or becomes publicly available through no wrongful act of the Receiving Party or any third party; (iv) is independently developed by the Receiving Party without reference to or use of any Confidential Information of the Disclosing Party; or (v) is required to be disclosed pursuant to an applicable law, rule, regulation, government requirement or court order, or the rules of any stock exchange (provided, however, that the Receiving Party shall advise the Disclosing Party of such required disclosure promptly upon learning thereof in order to afford the Disclosing Party a reasonable opportunity to contest, limit and/or assist the Receiving Party in crafting such disclosure).
- 4) The work order/contract with the user department may define more stringent confidentiality obligations depending on the nature of information/data being shared. In such an event, the more stringent obligations shall prevail.

14.5 Intellectual Property Rights

- 1) Subject to the other provisions contained in this Clause, the Empanelled Agency shall agree that all deliverables created or developed by the Empanelled Agency, specifically for the STPI, together with any associated copyright and other intellectual property rights, shall be the sole and exclusive property of STPI.
- 2) STPI shall acknowledge that in performing services under the Contract, the Empanelled Agency may use Empanelled Agency's proprietary materials including without limitation any software (or any part or component thereof), tools, methodology, processes, ideas, know-how and technology that are or were developed or owned by the Empanelled Agency prior to or independent of the services performed hereunder or any improvements, enhancements, modifications or customization made thereto as part of or in the course of performing the services hereunder referred as "the Empanelled Agency's Pre-Existing IP".
- 3) Notwithstanding anything to the contrary contained in the Contract, the Empanelled Agency shall continue to retain all the ownership, the rights title and interests on all the Empanelled Agency's Pre-Existing IP and nothing contained herein shall be construed as preventing or restricting the Empanelled Agency from using the Empanelled Agency's Pre-Existing IP in any manner.
- 4) If any of the Empanelled Agency's Pre-Existing IP or a portion thereof is incorporated or contained in a deliverable under the Contract, the Empanelled Agency hereby grants to STPI a non-exclusive, perpetual, royalty-free, fully paid up, irrevocable license of the deliverables with the right to sublicense through multiple tiers, to use, copy, install, perform, display, modify and create derivative works of any such deliverables and only as part of the deliverables in which they are incorporated or embedded.
- 5) STPI being the owner of all the IPs created in the deliverables, except the pre-existing IPs of the Empanelled Agency used in the development and deployment, shall have exclusive rights to use, copy, license, sell, transfer, share, deploy, develop, modify or any such act that the STPI may require or find necessary for its purpose. The IP rights of the STPI shall indefinitely subsist or continue in all future derivatives of the deliverables.
- 6) The Empanelled Agency shall have no claims whatsoever on the deliverables and all the IPs created in deliverables or in the course of development of the applications except its Pre-Existing IPs for which it shall grant all authorizations to the STPI for use as detailed in the above Clauses.

ANNEXURE-1: COVERING LETTER

<To be submitted on the letterhead of the bidder>

<Place>

<Date>

To

STPI,
1st Floor, Plate B,
Office Block-1, East Kidwai Nagar,
New Delhi-110023

Subject: Submission of Bid for Empanelment of Agencies (EoI No.)

Dear Sir,

This is to notify that our company is submitting a technical bid in response to EoI No <.....EoI No.....> for <.....Name of the EoI.....> are as follows:

<M/s Company Name>	Primary Contact	Secondary Contact
Name		
Title		
Address		
Phone		
Mobile		
Fax		
E-mail		

We are responsible for communicating to the STPI in case of any change in the Primary or/and Secondary contact information mentioned above. We shall not hold STPI responsible for any non-receipt of bid process communication in case such change of information is not communicated and confirmed with STPI on time.

We are submitting our bid for support services as per the scope and requirements of the EoI document:

By submitting the proposal, we acknowledge that we have carefully read all the sections of this EoI document including all forms, scheduled and appendices hereto, and are fully informed of all existing conditions and limitations. We also acknowledge that the company is in agreement with the terms and conditions of the EoI and the procedure for bidding and evaluation.

We have enclosed the earnest money deposit as per the EoI Conditions. It is liable to be forfeited in accordance with the provisions of the EoI document.

Deviations:

We declare that all the services shall be performed strictly in compliance with the EoI Document. Further, we agree additional conditions, if any, found in the bid documents, other than those stated in the EoI document, shall not be given effect to.

Bid Pricing:

We do hereby confirm that our bid prices exclusive of all taxes, as applicable on the last date of submission of the bid. We further declare that the prices stated in our proposal are in accordance with your terms & conditions in the bidding document.

Qualifying Data:

We confirm having submitted in qualifying data as required by you in your EoI document. In case you require any further information/documentary proof in this regard before the evaluation of the bid, we agree to furnish the same in time to your satisfaction.

We confirm that the information contained in this response or any part thereof, including documents and instruments delivered or to be delivered to STPI are true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead STPI in its evaluation process.

We fully understand and agree that on verification, if any of the information provided here is found to be misleading the evaluation process or results in unduly favours to our company in the evaluation process, we are liable to be dismissed from the selection process or termination of the contract during the empanelment with STPI.

We understand that you are not bound to accept the lowest or any bid you may receive.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/ company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours
sincerely,

On behalf of [bidder's name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Place:

Date:

ANNEXURE-2: EDUCATIONAL QUALIFICATIONS AND WORK EXPERIENCE

1. Table-1: Management/Functional Profile

Qualifications:

Bachelor's in technology/engineering (or equivalent degree) or Master in Technology/ Engineering/ Science or PGDM or MBA or CA/CS/LLB from a recognized, accredited and reputed institute/university.

#	Professional Resources	Minimum Number of Resources on the Bidder's Payroll
1	Consultants (15 yrs & above)	30
2	Consultants (10 yrs and < 15 Yrs)	40
3	Consultants (6 yrs and < 10 Yrs)	40
4	Consultants (3 yrs and < 6 Yrs)	80
5	Consultants (< 3 Yrs)	-

2. Table-2: Technology Profile

Qualifications:

- Minimum B.E./B.Tech./MCA/M.Tech. or Four-Year Graduate program in Computers/IT or equivalent from a recognized Institute/University **OR**
- Engineering Graduate/ Postgraduate with certification or specialization in domain areas

#	Professional Resources	Minimum Number of Resources on the Bidder's Payroll
1	Consultants (15 yrs & above)	30
2	Consultants (10 yrs and < 15 Yrs)	40
3	Consultants (6 yrs and < 10 Yrs)	40
4	Consultants (3 yrs and < 6 Yrs)	80
5	Consultants (< 3 Yrs)	-

Table-3: Subject Matter Expert Profile

Qualifications:

- a. Graduate/ post-graduate with certification or specialization in domain and subject matter area(s).
- b. Individuals with specific expertise and responsibility in a particular area or field with a deep understanding of a particular job, process, department, function, technology, machine, material or type of equipment.
- c. For new & emerging technologies, such as AI, Block Chain, DevOps, IoT, Cloud Services, Big Data etc., the minimum experience in these subject areas can be relaxed minimum of up to 3(three) years. However, the resource should have a minimum of Ten Years of overall Industry experience for the Subject Matter Expert profile.

#	Professional Resources	Min. Experience in no. of years (in the required subject area*)
1	Subject Matter Expert	10

Note: The bidder has to submit the details of resources as per above in the format provided in **Annexure-10: Employees Detail Undertaking.**

ANNEXURE-3: INDICATIVE WORK PROFILES

1. Management/Functional Profile

#	Profile/ Discipline	Indicative Work Description
1	Business Process Re-Engineering	Study of business processes, Organization structure of government departments, preparation of As-Is Process maps, identification and analysis of gaps and proposing To-Be processes for improved and efficient delivery of G2G, G2B and G2C services with the use of ICT.
2	Strategy & Management	Consultancy for strategic planning and management during any/all phases of assessment/planning/implementation/continuous strategy for implementation and rollout of large/medium/small ICT/eGovernance service delivery project including feasibility study/policy assessment/impact assessment/IT roadmap etc.
3	Application Rollout & Performance audit	To provide consultancy support in any/all phases of the project viz initiation, planning, executing, transitioning while managing scope, time, risk etc. before, during and after implementation of any ICT/eGovernance service delivery project.
4	DPR, RFP Preparation & Bid process Management	<p>Consultancy during any/all phases of Bid Process Management including preparation of Detailed Project Report (DPR), Business model, risk analysis, stakeholder analysis, EoI Preparation (requirement gathering/functional specifications/implementation timelines/defining levels/payment terms/contract finalization/costing model etc.), pre-bid meetings, evaluation Qualification/Technical/Financial) etc.</p> <p>For Consultancy support on drafting and preparation of policy. The Candidate should have sufficient knowledge and experience in public policy writing.</p>
5	Finance & Accounts	Provide consultancy during any/all phases of planning/operations for department/organization/institution on matters related to finance and accounts which may include accounting processes, advisory, analysis, chart of Accounts and audits etc.

#	Profile/ Discipline	Indicative Work Description
6	Procurement Policies	Provide consultancy on procurement matters in Government departments/organizations/institutions including providing assistance on procurement of goods and services. Advise/manage on matters related to e-procurement/ tender process/ policies/ standard operating procedures/ templates etc.
7	HR Management, capacity building	Consultancy on the preparation of HR Policy, manpower and organization re-structure, training, capacity building, organization development, HR manuals etc.
8	Legal Matters	Consultancy support during any/all phases of the project on matters related to contract drafting & validation, legal vetting etc. The candidate should have legal qualifications/ legal background. It may also include functional advisory on ICT enablement projects with departments/organizations/ institutions. The resource should be well conversant with IT acts & related matters.

2. Technology Profile

#	Profile/ Discipline	Indicative Work Description
1	Software Solution Architect	Consultancy during any/all phases of the project on design and architecture for Hardware/Software requirements in simple/complex heterogeneous systems environments for large/medium/small projects leading to enablement of IT-enabled service delivery (G2G/G2B/G2C) departments/organizations/institutions.
2	Compute, Storage, Virtualization	Consultancy during any/all phases of the project on sizing/solutions design for large/medium/small may have requirements (Computing/Storage/Virtualization) in heterogeneous systems environments leading to enablement of IT-enabled service delivery (G2G/G2B/G2C) for government departments/organizations/institutions.
3	Data Centre Power Infrastructure	Consultancy during any/all phases of the project on conceptualization/design/architecture/analysis/monitoring/performance improvement for Electrical Power requirements for Large/Medium/Small Server Room/Data Centre requirements.
4	Data Centre Cooling Infrastructure	Consultancy during any/all phases of the project on conceptualization/design/architecture/analysis/monitoring/performance improvement for Large/Medium/Small Server Room/Data Centre Cooling requirements.
5	Cloud Services	Overall experience in cloud products and services as a computer engineering architect role and/or experience in large-scale OpenStack consulting. Architect for open stack, containers, etc.
6	IT Network Specialist	Consultancy during any/all phases of the project on conceptualization/ design/architecture/analysis/SLA monitoring/Third Party Audit/ performance Large/Medium/Small Networking/ LAN/ WAN/ eGovernance project with government departments/ organizations/ institutions.
7	IT Security Specialist	Consultancy on IT Security during any/all phases of the project on conceptualization/design/architecture/analysis/SLA monitoring/ Third Party ISO27001/Security Audit/performance Large/Medium/Small delivery/ eGovernance project with government departments/organizations/ institutions.

#	Profile/ Discipline	Indicative Work Description
8	Data Analytics/ Dashboard specialist	Consultancy on MIS, Dashboard and Data Analytics including KPIs identification, data preparation, visualization and analytics, Graphs and Analytical reports and recommendations. Data-driven solutions related to IT initiatives, Data strategies and business intelligence solutions through consulting engagements and research.
9	Senior OpenStack DevOps Specialist	Consultancy on cloud adoption, cloud application design (OpenStack), management and operations, tactical plans for cloud deployments using legacy and emerging compute/network/storage options, Design and plan cloud architecture using least cost, least risk and recommend most efficient solutions.
10	Emerging Technologies	Consultancy for emerging technologies like Artificial Intelligence/ Machine Learning, Blockchain, Big Data, Data Analytic, Microservices, Mobile computing, IoT etc.
11	IT Project Manager	Project Management Consulting for providing project planning and management for establishing IT initiatives projects, ensure projects are completed to specification within an established time frame and budget. Subject matter expert within regarding technology concerns, use their industry expertise to improve all aspects of project planning and resource management.
12	Software Application Developer	Developer proficient in programming languages, frameworks, libraries, databases, middleware & portals, MERN Stack, AI/ML, build and release processes, and mobile applications.

3. Subject Matters Expert:

#	Profile/Discipline	Indicative Work description
1	Subject Matters Expert	Postgraduates with relevant certifications or specializations in their domain areas. The consultancy should encompass all phases of the project within specific sectors. Subject Matter Experts (SMEs) across various domains to provide high-quality consultancy and implementation. SMEs should have extensive experience and expertise in their respective fields.

ANNEXURE-4: BIDDER’S PROFILE

<On Company’s Letter Head>

Bidder’s Profile

Name of the Bidder (in CAPITAL letters only):.....

Date of Incorporation in India as:.....

Registration No: :.....

Complete Address with PIN:.....

.....

.....

Contact Person:				
Name				
Designation				
Telephone				
Fax				
E-mail				
Goods & Service Tax No. (GSTN)				
PAN No				
ISO Certification				
CMMI Certification				
Total number of employees				
Turnover (in INR Corores)	2022-23	2023-24	2024-25	Average Turnover
• Consulting				
• eGovernance/IT consulting				
Whether Bidder is blacklisted				
Whether any Litigation Arbitration/proceeding				

Note: Copies of the supporting documents should be attached along with the proposal.

Signature (Bidder Seal)

In the capacity of

Duly authorized to sign proposals for and on behalf of:

ANNEXURE-5: ELIGIBILITY COMPLIANCE SHEET

S. No.	Eligibility Criteria	Proof / Documents to be submitted	Compliance (YES/NO)	Reference/page enclosed in the bid
1.	The bidder shall submit a covering letter indicating the Category for which the bid has been submitted. The covering letter shall indicate that all terms and conditions mentioned in the EoI document have been assessed carefully and shall be adhered to throughout the course of empanelment.	<ul style="list-style-type: none"> • Original Covering letter as per Annexure-1: Covering Letter, duly signed by authorized signatory and on company's stamp and letter head. 		
2.	The bidder should be a company registered in India under the relevant act such as Companies Act 1956, Act 2013 or a partnership registered under the India Partnership Act 1932 or Partnership firm registered under Limited Liability Partnership Act 2008 or Proprietary firm with their registered office in India for the last three years.	<ul style="list-style-type: none"> • Certificate of Registration attested by Signing Authority/Certificate of Incorporation - The registration being during the year operation or earlier (i.e. not later than 2018-19). • Copies of Articles of Association (in case of registered firms) • Bye laws and certificate of registration (in case of registered co-operative societies) • Partnership deed (in case of partnership firm) 		

		<p>/summary for partnership should be submitted.</p> <ul style="list-style-type: none"> • Self-Certificate in Letter Head in case of Proprietorship naming/ indicating the person authorized to sign the bid with GSTIN certificate. 		
3.	To confirm in Yes or No, whether it falls under the Micro, Small and Medium Enterprises Development Act, 2006. Further, keep informed to STPI whether there is any change of the status of the company.	If Yes, a Duly signed & stamped copy of a valid Certificate for a similar service line as mentioned in the EoI must be furnished. Mere registration as an SSI Unit will not be acceptable.		
4.	The bidder must have a registration number for GST (Goods and Services Tax) and hold a valid PAN.	<p>Bidder must provide a copy of the following in the name of the bidding company:</p> <p>a) PAN card</p> <p>b) GSTN</p>		
5.	The bidder, 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 Organisation / Public Sector Undertaking / Autonomous Body etc.	An undertaking (self-certification in company's letterhead) is to be submitted, as per format provided as per Annexure-15.		

6.	The bidder should be eGovernance / IT consultancy firm operating in India for the last five financial years for 2020-21, 2021-22, 2022-23, 2023-24 and 2024-25.	Necessary documents/ proofs substantiating such as CA certificate confirming the cumulative turnover of the bidder from the given activities for the stated financial years must be submitted. The bidder should also submit the documents such as work orders etc. for confirmation of its revenue from consultancy Services.		
7.	The bidder's average annual turnover from consultancy services in India should be Rs. 200 crores or more in the last three financial years (i.e., 2022-23, 2023-24, 2024-25).	Audited Balance sheet of respective financial year to be enclosed along with turnover certificate duly certified by registered CA.		
8.	The bidder's average annual turnover from eGovernance/IT consultancy in India should be Rs. 50 crores or more in the corresponding three years as above.	The turnover certificate duly certified by a registered CA should be submitted in support of eGovernance/IT Consultancy.		
9.	The bidder should have completed atleast 5 (Five) eGovernance /IT consultancy jobs each of value more than 1 Crore or must have achieved project milestone value more than 1 (One) Crores in each of the 5(Five) IT Consultancy/e-Gov. projects/BFSI in the last 3 financial years.	Information on the work order may be furnished as per Annexure-9: Assignment Details of the relevant section along with the supporting documents/ proof of work completion/ payment received.		

10.	<p>The minimum number of resources on the roles of a bidder in a specific domain should be as defined in “Annexure-2: Educational Qualification & Experience”.</p> <p>The minimum number of resources for both the profiles, required as per “Annexure-2: Education Qualifications & Experience” should be on bidder’s company payroll for more than 2(two) Years.</p>	<p>Information and supporting document as defined in Annexure-2: Educational Qualification & Experience and Annexure-10: Employee detail Undertaking to be submitted.</p>		
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On behalf of [bidder’s name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Place:

Date:

ANNEXURE-6: TECHNICAL EVALUATION CRITERIA

1. Number of years of operation as a Consulting firm in India (Max Marks: 5)

S. No.	No. of Years of Consulting firm	Max Marks (anyone)	Marks Obtained
1	5+ to 8 Years	3	
2	8+ to 10 Years	4	
3	10+ years	5	

2. Average Turnover from Consulting Services in India in the last three financial years (Max Marks: 5)

S. No.	Average Turnover from Consulting Services in India in the last 3 FY	Max Marks (anyone)	Marks Obtained
1	INR 200+ Crores to INR 300 Crores	3	
2	INR 300+ Crores to INR 400 Crores	4	
3	INR 400+ Crores	5	

3. Average Turnover from eGovernance/IT Consulting Services in India in the last three financial years (Max Marks: 5)

S. No.	Average Turnover from eGovernance/IT Consulting Services in India in the last 3 FY	Max Marks (anyone)	Marks Obtained
1	INR 50+ Crores to INR 150 Crores	3	
2	INR 150+ Crores to INR 250 Crores	4	
3	INR 250+ Crores	5	

4. Number of IT consultancy jobs of value more than **Rs. 1 Crore** in last three financial years. One extra mark is awarded for every additional project. However, 2 marks would be provided for each project with a value of more than Rs. 2 Crore. Above 10 projects, a maximum mark of 10 would be provided. (Max Marks: 10)

S. No.	No. of Projects	Max Marks (anyone)	Marks Obtained
A	5	5	
B	6	6	
C	7	7	
D	8	8	
E	9	9	
F	10 & above	10	

5. Educational Qualification & Experience as per Table-1 & Table-2 of Annexure-2. (Max Marks: 20)

S. No.	Resource Category	Min. No. of Resources Required on Bidder's Payroll	No. of Resources Available on Bidder's Payroll	Marks allocated = (B/A) +3	Maximum Marks	Marks Obtained
		A	B	C	E	F
1	Consultants (15 Yrs. & above)	60			5	
2	Consultants (10 Yrs. and < 15 Yrs.)	80			5	
3	Consultants (6 Yrs. and < 10 Yrs.)	80			5	
4	Consultants (3 Yrs. and < 6 Yrs.)	160			5	
5	Consultants (< 3 Yrs.)	X			X	

6. Number of projects handled for various functional areas in last five years. Each project will carry 1 mark. The projects with Project Management in Management Profile and Solution Architect in Technology Profile will carry 2 marks. (Max. Marks: 30)

S. No.	Project Profile	Max Marks		Marks Obtained	
		Govt. Projects	Pvt. Sector Projects	Govt. Projects	Pvt. Sector Projects
1	Management/Functional Profile	10	5		
2	Technology Profile	10	5		
	Total	20	10		

7. Certifications (Max Marks: 5)

S. No.	Certification	Max Marks	Marks Obtained
1	ISO Certification	2.5	
2	CMMI Level 5	2.5	
	Total	5	

8. Technical Presentation obtained (Max. Marks – 20):

9. Total Marks: 100

10. Qualifying Marks in Percentage: 70% of Total Marks, i.e. 70 marks

11. Agencies securing $\geq 70\%$ of the total marks as above will only be considered as technically qualified.

ANNEXURE-7: TECHNICAL COMPLIANCE SHEET

S. No	Technical Criteria for	Details	Proof / Documents to be submitted	Reference/ page enclosed in the bid
1.	Number of years of the Consulting firm	<ul style="list-style-type: none"> • Incorporated as: _____ • In Year _____ • No. of years of Consulting firm: _____ 	<p>Necessary documents/ proofs substantiating such as CA certificate confirming the cumulative turnover of the bidder from Consulting/ Advisory services must be submitted for the mentioned number of years.</p>	
2.	Average Turnover from Consulting Services in India in last three Financial years		<ul style="list-style-type: none"> • Audited Balance sheet of respective financial year is to be enclosed along with turnover certificate duly certified by registered CA • The bidder should also submit the documents such as work orders etc. for confirmation of its revenue from IT consultancy Services. 	

3	Average Turnover from eGovernance/ IT Consulting Services in India in last three financial years	<table border="1"> <thead> <tr> <th>Financial Year</th> <th>eGovernance/ IT Consulting Services Turnover in INR</th> </tr> </thead> <tbody> <tr> <td>2022-23</td> <td></td> </tr> <tr> <td>2023-24</td> <td></td> </tr> <tr> <td>2024-25</td> <td></td> </tr> <tr> <td>Avg. Turnover</td> <td></td> </tr> </tbody> </table>	Financial Year	eGovernance/ IT Consulting Services Turnover in INR	2022-23		2023-24		2024-25		Avg. Turnover		<ul style="list-style-type: none"> The turnover certificate duly certified by registered CA should be submitted in support of eGovernance/IT Consultancy. The bidder should also submit the documents such as work orders etc. for confirmation of its revenue from IT consultancy Services. 	
Financial Year	eGovernance/ IT Consulting Services Turnover in INR													
2022-23														
2023-24														
2024-25														
Avg. Turnover														
4	Number of IT consultancy jobs in last three financial years with: value more than Rs. 1(One) Crore and less than 2 (Two) Crores and Value more than Rs. 2(Two) Crores	<table border="1"> <thead> <tr> <th>Value of IT Consulting Projects in last three Financial Years</th> <th>No. of projects in IT Consulting</th> </tr> </thead> <tbody> <tr> <td>More than Rs. One Crore and less than Two Crores</td> <td></td> </tr> <tr> <td>More than Rs. Two Crores</td> <td></td> </tr> <tr> <td>Total</td> <td></td> </tr> </tbody> </table>	Value of IT Consulting Projects in last three Financial Years	No. of projects in IT Consulting	More than Rs. One Crore and less than Two Crores		More than Rs. Two Crores		Total		Details of relevant Assignments as per Annexure-9: Assignment Details of the relevant section. along with the supporting documents/ proof of work completion/ payment received.			
Value of IT Consulting Projects in last three Financial Years	No. of projects in IT Consulting													
More than Rs. One Crore and less than Two Crores														
More than Rs. Two Crores														
Total														
5	Manpower	<table border="1"> <thead> <tr> <th>S.No.</th> <th>Resource Category</th> <th>Number of Employees on company's payroll</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Consultants (15 yrs & above)</td> <td></td> </tr> </tbody> </table>	S.No.	Resource Category	Number of Employees on company's payroll	1	Consultants (15 yrs & above)		An undertaking for the employee employed as per the Annexure-10: Employees Detail Undertaking. The Undertaking and enclosed list of employee must be duly					
S.No.	Resource Category	Number of Employees on company's payroll												
1	Consultants (15 yrs & above)													

		2	Consultants (10 yrs and < 15		signed and stamped by the authorized signatory of the firm, for its consideration in the technical evaluation.					
		3	Consultants (6 yrs and < 10							
		4	Consultants (3 yrs and < 6 Yrs)							
		5	Consultants (< 3 Yrs)							
		Total								
6	Number of projects handled for various functional areas.	<table border="1"> <tr> <td>Management Profile</td> <td></td> </tr> <tr> <td>Technology Profile</td> <td></td> </tr> </table>			Management Profile		Technology Profile		List of Assignments	
Management Profile										
Technology Profile										
7	Certifications	ISO, CMMI etc.			Copy of certifications					

On behalf of [bidder's name]

Authorized Signature [In full and initials]:

Name & Title of signatory:

Name of Firm:

Address:

Seal/Stamp of bidder:

Place:

Date:

NOTE:

- All bid documents must be clearly signed and stamped by the Authorized Signatory of the bidder.
- Only those bidders, who satisfy the eligibility requirements and accept the terms and conditions of this EoI document without any pre-condition shall be short-listed for further Technical evaluation.

ANNEXURE-8: LIST OF CLIENTS

S. No.	Client Name with Contact Person Details including Ph. No.	Period in which the services were provided	Project Start Date	Project End Date	Order No.	Annual Billing amount
2025						
1.						
2.						
3.						
2024						
1.						
2.						
3.						
2023						
1.						
2.						
3.						
2022						
1.						
2.						
3.						
2021						
1.						
2.						
3.						

Signature (Bidder Seal)

In the capacity of

Duly authorized to sign proposals for and on behalf of:

ANNEXURE-9: ASSIGNMENT DETAILS

S. No.	Details of Assignment	Details
1	Name of the Client with address	
2	Year of undertaking the project	
3	Project Name and brief summary	
4	Project Start Date:	
5	Project Completion Date:	
6	Total Project Cost:	
7	Name of the Client's Contact person with phone number & email id	
8	Nature of Assignment (Management/Functional or Technology domain)	
9	Client Type (Government/PSU/Private Entity)	
10	Number of Consultant deployed for the assignment:	
11	Enclose relevant documents (Mandatory): <ul style="list-style-type: none"> • Copy of self-attested Completion Certificates/Email from the client's official ID; OR • Work Order + Self Certificate of Completion/Phase Completion (Certified by the Statutory Auditor); OR • Work Order + Phase Completion Certificate/ Email from the client's official ID 	

Note: Kindly attach this filled in annexure in support, wherever it is required in establishing the eligibility and technical evaluation. This may be furnished with page numbers indicated in the index. Please use separate sheet wherever necessary.

ANNEXURE-10: EMPLOYEES DETAIL UNDERTAKING

<On Company's Letter Head>

<Date>

To

STPI,
1st Floor, Plate B,
Office Block-1, East Kidwai Nagar,
New Delhi-110023

Sub : Undertaking for employees on company pay-roll for the past two years

Dear Sir,

This is to certify that <Mention Bidder's company Name> have below mentioned number of employees on company's pay-roll with minimum two years. The qualification and years of experience of mentioned number of employees complies with **Annexure-2: Educational Qualifications and Experience** and **Annexure-3: Indicative Work Profile**.

S No	Resource Category	Number of Employees on company's payroll with more than Two Years	
		Management /Functional Profile	Technology Profile
1	Consultants (15 yrs & above)		
2	Consultants (10 yrs and < 15 Yrs)		
3	Consultants (6 yrs and < 10 Yrs)		
4	Consultants (3 yrs and < 6 Yrs)		
5	Consultants (< 3 Yrs)		
Total			

Encl.: List of Employees for each profile as Table: List of Employee

Signature: [CS/CA/Authorized

Signatory] Name:

Designation:

Date and Company Seal:

Note:

- 1) Bidders has to submit the list of the consultant/ employees for each profile and categories as per details given in Annexure-2: Educational Qualifications and Experience. STPI may verify the genuineness on the sample basis up to the satisfaction, by asking the detailed CV and other details.
- 2) The bidder has to mention the details of employees as in Annexure-2: Educational Qualifications and Experience for all the applicable categories.
- 3) Please enclose “list of Employee” for both the profiles as per the format mentioned below

Table: List of Employee

S.no	Name of the Employee	Designation	Total Experience in years	Numbers of years with the company	Email Id of the employee

ANNEXURE-11: PROJECT EXPECTATION MODELS

1. Model –1: Consulting Assignment (Capacity Augmentation)

- (i) Communication for initiating the project from Ministry/Department
- (ii) Preparation of Terms of Reference (TOR) indicating nature of work, duration, resources required, place of deployment, reporting officer, deliverables, selection criteria etc. for hiring the services of consultants from empanelled bidders
- (iii) Constitution of Project Review Committee (PRC) and/or other such committees by Ministry/Department with members from STPI as well
- (iv) Approval of TOR by Ministry/Department
- (v) Raising of PI by STPI to Ministry/Department for release of funds
- (vi) Transfer of Funds as per Performa Invoice to STPI by Ministry/Department
- (vii) Circulation of resource requirement/TOR to empanelled bidders by STPI
- (viii) Selection of resources from empanelled bidders by PRC
- (ix) Intimation of empanelled bidder of the selected resource, kind of resource, date of joining and duration by Ministry/Department to STPI
- (x) Order placement by STPI to selected empanelled bidder(s)
- (xi) Deployment of resources by empanelled agency and their joining at designated places
- (xii) Preparation of Monthly Performance Report (MPR) format for each deployed resource indicating key performance indicators likely to be achieved during the period of deployment
- (xiii) MPR as per **Annexure-14: Monthly Performance Report** submission by Reporting Officer for resources indicating the KPIs achieved
- (xiv) Raising of monthly bills along with MPR by empanelled bidder to STPI for release of payment as per Work Order
- (xv) Project Closure on its completion by STPI

2. Model –2: Deliverable based Assignment

- (i) Communication for initiating the project from Ministry/Department
- (ii) Preparation of Terms of Reference (TOR) indicating nature/scope of work, supporting documents, duration, place of deployment, milestones, deliverables, selection criteria etc. for deliverable based consulting assignment from empanelled bidders
- (iii) Constitution of Project Review Committee (PRC)/ Nodal Officer and/or other such committees by Ministry/Department with members from STPI as well
- (iv) Approval of TOR by Ministry/Department
- (v) Circulation of TOR along with supporting documents to empanelled bidders by STPI
- (vi) Selection of bidder and cost as per selection criteria defined in TOR by PRC/ Nodal Officers.
- (vii) Approval of Committee Minutes by Ministry/Department
- (viii) Raising of PI by STPI to Ministry/Department for release of funds
- (ix) Transfer of Funds as per PI to STPI by Ministry/Department
- (x) Order Placement by STPI to selected bidder
- (xi) Deployment of resources, if required, at designated places, finalization of Milestone Performance Report (MPR) indicating milestones, deliverables, key performance indicators, quality parameters for deliverables etc.
- (xii) Project Execution by selected bidder under the guidance of PRC.
- (xiii) MPR as per **Annexure-14: Monthly Performance Report** submission by Reporting Officer to bidder at the end of each milestone based on PRC review. The format for the same shall be decided on a case-to-case basis
- (xiv) Raising of bills along with MPR by empanelled bidder to STPI for release of payment as per Work Order.
- (xv) Sign-off by Ministry/Department
- (xvi) Project Closure on its completion by STPI

ANNEXURE-12: PROFORMA FOR NON-DISCLOSURE AGREEMENT

NON-DISCLOSURE AGREEMENT

WHEREAS, we the undersigned Service Provider, _____, having our principal place of business/ registered office at _____, are desirous of providing services under the terms and conditions as stipulated under EoI No. <Mention EoI no.> dated <dd-mm-yyyy> “Empanelment of Consulting Organisation for e-Governance Project/ Services in ICT Area” (hereinafter called the said 'EoI') to STPI, having its office at 1st Floor, Plate B, Office Block-1, East Kidwai Nagar, New Delhi-110023, hereinafter referred to as ‘Purchaser’ and,

WHEREAS, the Service Provider is aware and confirms that the Purchaser’s business/ operations, information, Application/software, hardware, business data, architecture schematics, designs, storage media and other information / documents made available by the Purchaser in the EoI documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and/or proprietary to the Purchaser,

NOW THEREFORE, in consideration of disclosure of confidential information, and in order to ensure the Purchaser’s grant to the Service Provider of specific access to Purchaser’s confidential information, property, information systems, network, databases and other data, the Service Provider agrees to all of the following conditions.

It is hereby agreed as under:

1. The confidential information to be disclosed by the Purchaser under this Agreement (“Confidential Information”) shall include without limitation, any and all information in written, representational, electronic, verbal or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, money laundering typologies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the Purchaser.
2. Confidential Information does not include information which:
 - a. the Service Provider knew or had in its possession, prior to disclosure, without limitation on its confidentiality;
 - b. information in the public domain as a matter of law;

- c. is obtained by the Service Provider from a third party without any obligation of confidentiality;
- d. the Service Provider is required to disclose by order of a competent court or regulatory authority.
- e. is released from confidentiality with the written consent of the Purchaser.

The Service Provider shall have the burden of proving hereinabove are applicable to the information in the possession of the Service Provider.

3. The Service Provider agrees to hold in trust any Confidential Information received by the Service Provider, as part of the EoI process or otherwise, and the Service Provider shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the Service Provider uses to protect its own confidential and proprietary information. The Service Provider also agrees:
 - a. to maintain and use the Confidential Information only for the purposes of bidding for this EoI and thereafter only as expressly permitted herein;
 - b. to only make copies as specifically authorized by the prior written consent of the Purchaser and with the same confidential or proprietary notices as may be printed or displayed on the original;
 - c. to restrict access and disclosure of Confidential Information to their employees, agents, consortium members and representatives strictly on a "need to know" basis, to maintain confidentiality of the Confidential Information disclosed to them in accordance with this clause; and
 - a. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the Service Provider of release of its obligations in relation to the said Confidential Information.
4. Notwithstanding the foregoing, the Service Provider acknowledges that the nature of activities to be performed as part of the Tendering process or thereafter may require the Service Provider's personnel to be present on premises of the Purchaser or may require the Service Provider's personnel to have access to software, hardware, computer networks, databases, documents and storage media of the Purchaser while on or off premises of the Purchaser. It is understood that it would be impractical for the Purchaser to monitor all information made available to the Service Provider's personnel under such circumstances and to provide notice to the Service Provider of the confidentiality of all such information.

Therefore, the Service Provider shall disclose or allow access to the Confidential Information only to those personnel of the Service Provider who need to know it for the proper performance of their duties in relation to this project, and then only to the extent reasonably necessary. The Service Provider will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Service Provider's confidentiality obligation. Further, the Service Provider shall procure that all personnel of the Service Provider are bound

by confidentiality obligation in relation to all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

5. The Service Provider shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorised access to it.
6. The Service Provider agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Service Provider or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
7. Confidential Information shall at all times remain the sole and exclusive property of the Purchaser. Upon completion of the Tendering process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the Service Provider shall promptly deliver to the Purchaser the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Service Provider or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within a period of sixty days from the date of receipt of notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the Purchaser. Without prejudice to the above the Service Provider shall promptly certify to the Purchaser, due and complete destruction and return. Nothing contained herein shall in any manner impair rights of the Purchaser in respect of the Confidential Information.
8. In the event that the Service Provider hereto becomes legally compelled to disclose any Confidential Information, the Service Provider shall give sufficient notice and render best effort assistance to the Purchaser to enable the Purchaser to prevent or minimize to the extent possible, such disclosure. Service Provider shall not disclose to a third party any Confidential Information or the contents of this EoI without the prior written consent of the Purchaser. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Service Provider applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(Service Provider)

Authorised Signatory

Office

Seal: Name:

Place:

Designation:

Date :

ANNEXURE-13: FORMAT FOR BID SECURING DECLARATION FORM/ EMD

<On Company's Letter Head>

Date: _

EoI No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a. have withdrawn/modified/amended, impairs or derogates from the EoI, my/our Bid during the period of bid validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by the purchaser during the period of bid validity
 - (i) fail or reuse to execute the contract, if required, or
 - (ii) fail or refuse to furnish the Performance Security, in accordance with the instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of

- (i) the receipt of your notification of the name of the successful Bidder; or
- (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of: (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing) Corporate Seal
(where appropriate)

ANNEXURE-14: MONTHLY PERFORMANCE REPORT FORMAT

Date: _____

MPR for the Month: _____ Year: _ Work Order No.: _

Project No. :_ Project Name :_

User Department Name: _____

PRC Required (Yes/No): _ (if yes, kindly enclose PRC report)

Reference to the above mentioned STPI's work order, the attendance and performance of the manpower(s) deployed by STPI's empanelled vender M/s _

for carrying out the assignment(s) is as under: -

S.N	Resource Profile	Name of the Resource	Project Joining Date	MPR Working Period		Leaves Taken in days	Satisfactory Performance (Yes/No)
				From Date	To Date		
1.	<Resource profile as per STPI's Empanelment>						
	<add more rows for multiple resources>						

This report has been issued by the department on the request STPI's empanelled vendor for raising of monthly bills for release of the payments as per the Work Order

Encl.: Annexure (if any)

< Signature>_

(<Details of the Authorized Person>)

<User Department Seal>

ANNEXURE-15: DECLARATION-CUM-UNDERTAKING REGARDING

BLACKLISTING / NON-BLACKLISTING BY STPI

(Self-certification on company's letterhead)

I / We, Proprietor/ Partner(s)/ Director(s) of M/s. _____ hereby declare that the firm/ 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 Organisation / Public Sector Undertaking / Autonomous Body etc

OR

I / We Proprietor/ Partner(s)/ Director(s) 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 Organisation / 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 bid submission the firm /company is not in active blacklisting period and now entitled to take part in Government tenders

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by STPI and execution of Bid Securing Declaration. In addition to the above STPI will not be responsible to pay the bills for any completed / partially completed work, if Tender was allotted.

(Signature of Bidder with Seal)

Name:

Capacity in which as signed:

Name & address of the Company / Firm: Date:

Place: