

Inviting Expression of Interest

for

Empanelment of System Integrators for

Solution Design, Supply, Configuration and

Maintenance of IT Systems



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

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1. Disclaimer

The information contained in this EoI or subsequently provided to the System Integrator (s), whether verbally or in documentary or any other form by or on behalf of the STPI or any of its employees or advisers, is provided to the System Integrator (s) on the terms and conditions set out in this EoI.

This EoI is not an agreement and is neither an offer nor invitation by the STPI to the prospective System Integrator (s) or any other person. The purpose of this EoI is to provide interested parties with information that may be useful to them in the formulation of their response pursuant to this EoI. This EoI may not be appropriate for all persons, and it is not possible for the STPI, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this EoI.

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

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

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

The issue of this EoI does not imply that the STPI is bound to empanel a System Integrator (s), as the case may be, as a System Integrator and the STPI reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

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

2. Factsheet

S. No	Item	Description
1.	EoI Document No.	STPI/HQ/TECH/PMC/PROJ/24-25/1
2.	Name of Organization	Software Technology Parks of India (STPI)
3.	Document Type	Expression of Interest
4.	EoI proposal Validity	180
5.	Date of Publication of EoI	08-08-2024
6.	Last Date for Submission of Queries:	16-08-2024 1700 Hrs
7.	Pre EoI-Meeting Date and Venue	The meeting will be held on 20-08-2024 (1100 Hrs.) at STPI office and in online mode (link will be shared on www.stpi.in a day prior to the meeting).
8.	Last date and time for EoI submission	29-08-2024 1700 Hrs
9.	Opening of EoI	30-08-2024 1700 Hrs
10.	Publication of Shortlisted participants	Will be informed later
11.	Date of presentation	Will be informed later
12.	Address for Communication	1 st Floor, Plate B, Office Block-1, East Kidwai Nagar, New Delhi – 110023 Email: diwakar@stpi.in Ph.: 011-24628081/24346600

3. Introduction

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

Since its inception in 1991, STPI has been working towards equitable and inclusive IT-led growth pan-India which in turn has helped promote Software exports, Science, Technology & Innovation (STI) and Software product development. With 11 jurisdictional directorates and 65 Centres, STPI has expanded its presence pan-India to support the IT/ITeS Industry. Working closely with all stakeholders, STPI has played a key role in transforming the country as the preferred IT destination, a fact that is aptly proven by the stupendous growth in exports by STPI-registered units.

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

4. Objective of EoI

STPI intends to expand its Project Management & Consultancy (PMC) vertical with the objective of extending its working areas into various technology solution offerings in the field of Information Technology systems. Accordingly, STPI is looking forward to empanel eligible System Integrators (SI) (hereinafter referred as “applicants”) for Solution Design, Supply, Configuration and Maintenance of IT Systems who meet the eligibility criteria specified in this document.

Also, STPI, having its scope of work and interests aligned with various Government initiatives (central and state ministries, PSUs etc.) accordingly intends to expand its service portfolio in the areas of project management and consultancy.

However, to meet its requirements, STPI reserves the right to make procurement/avail the services beyond this empanelment. Further, STPI also reserves the right to empanel more such eligible applicants in the list of empanelled applicants as per requirement.

5. High Level Indicative Scope of Work

The scope of work includes (but not limited to), Solution Design, Supply, Configuration and Maintenance of IT Systems etc. The selected System Integrator (hereafter referred to as the Successful bidder) may be responsible for the completion of the turnkey IT systems projects to ensure the operations as per individual project requirements. The successful bidder shall undertake the procurement and deployment of IT / ICT Hardware, its related software, other equipment/s, etc. for various projects.

The actual scope of work will be detailed by STPI after getting the work/project from the end customer. Specific details and requirements for each project will be outlined in the document published by STPI for that project. Bidders should carefully review each document to fully understand the scope of work, project objectives, timelines, and any unique expectations.

6. Eligibility Criteria

The prospective System Integrator shall be a direct supplier of technology or have a direct teaming agreement with each of the Technology Companies that form the core building blocks of the project. The core building blocks may be classified as Servers, Routers, LAN Switches, PCs, Video Conferencing etc. One System Integrator can quote for multiple makes of equipment. The System Integrator should provide letters from all the OEMs (Original equipment manufacturers), whose make of equipment they propose to supply as a reseller. Further, preferably from OEM or else System Integrator must state that, if required, the products/solution proposed by System Integrator will be supported for at least three years, extendable to five years.

S. No.	Requirement	Specific Requirement	Documents Required
1	Certificate of Incorporation	The applicant should be a company registered in India under the Companies Act 1956, Act 2013/ Limited Liability Partnership (LLP) registered under LLP Act, 2008 with their registered office in India in operation for the last five years.	A copy of the Certificate of Registration/Incorporation should be submitted along with Memorandum and Articles of Association.
2	Turnover & Net-worth	<p>Average Annual Turnover of the applicant for the last three financial years (i.e. 2021-22, 2022-23, 2023-24) should not be less than Rs. 50 crores.</p> <p>For MSE & Start-ups: Average Annual Turnover of the applicant for the last three financial years (i.e., 2021-22, 2022-23, 2023-24) should not be less than Rs. 25 crores.</p> <p>Note:</p> <p>i.) The net-worth must be positive as of 31.03.2024.</p> <p>ii.) Net-worth of any parent, subsidiary, associated or other related entity shall not be considered.</p>	A certificate from a practicing Chartered Accountant on its letterhead confirming average turnover for 3 years, net worth as on 31.03.2024.

3	Experience	The applicant should have experience in executing at least 3 similar projects covering a scope of work of value not less than 5 Cr. per project in the last five financial years (i.e. after 01.04.2019).	In case of an ongoing project (at least 50% of work should be completed), a copy of the Purchase Order(s) or Letter(s) of Award or Contract(s) of work needs along with a partial completion certificate to be submitted. In case of completed projects, a copy of the Purchase Order(s) or Letter(s) of Award or Contract(s) of work along with completion certificate(s) needs to be submitted.
4	Certification & Compliance	Company should have ISO 9001 & ISO 20000 Certification.	Self-attested certified copy of ISO Certificates along with URL to validate the certificate.
5	Insolvency, Blacklisting/Debarment	The applicant must not be insolvent, in receivership, bankrupt or being wound up and not have its business activities suspended by the Government. Applicant or its Director/s is currently not blacklisted/debarred by any Government Organizations, GEM or Public Sector Undertakings or Public Limited Companies, competent authority, court of law and is not under a declaration of In-eligibility for corrupt or fraudulent practices as on the date of submission of bids.	The applicant shall furnish an Undertaking by the authorized signatory of the applicant on the applicant's letterhead.
6	PAN and GST	The applicant must have a valid PAN and a registration number for GST	Copy of PAN card GST registration certificate

NOTE:

- The process is open to all who fulfil the eligibility criteria as set out in this document and are as per the terms & conditions of this EoI document.
- The EoI applicants should furnish necessary documentary evidence to support meeting the eligibility criteria provided in the process. System Integrators not fulfilling the eligibility criteria shall not be considered for empanelment.

7. Technical Evaluation

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

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

S. No.	TECHNICAL CRITERIA	MAX MARKS	DOCUMENTS REQUIRED
1	<p>The Applicant Average Annual Turnover for the last three financial years i.e., 2021-22, 2022-23, 2023-24.</p> <ul style="list-style-type: none">Rs. 50 Cr to 100 Cr.: 5 MarksAbove 100 Cr to 150 Cr.: 8 MarksAbove 150 Cr: 10 Marks <p>For MSE & Start-ups:</p> <ul style="list-style-type: none">Rs. 25 Cr to 50 Cr.: 5 MarksAbove 50 Cr to 75 Cr.: 8 MarksAbove 75 Cr: 10 Marks	Maximum Marks-10	A certificate from a Statutory Auditor/ practicing Chartered Accountant (with UDIN) on its letterhead confirming annual turnover as per Annexure.
2	<p>Experience in executing similar projects of value not less than 5 Cr per project in the last five financial years (i.e. after 01.04.2019):</p> <ul style="list-style-type: none">Minimum of 3 projects: 3 MarksAbove 3 projects to 5 projects: 5 MarksAbove 5 projects to 8 projects: 8 MarksMore than 8 projects: 10 Marks	Maximum Marks-10	Work Orders as per Annexure
3	<p>Experience in executing similar projects of value not less than 5 Cr per project in any of the categories in the last 5 years (i.e. after 01.12.2019):</p> <ul style="list-style-type: none">Less than 2 States/UTs: 0 MarksIn 2 States/UTs: 3 MarksBetween 3 to 5 States/UT: 5 MarksBetween 5 to 10 States/UTs: 8 MarksMore than 10 States/UTs: 10 Marks	Maximum Marks-10	Work Orders as per Annexure
4	<p>ISO Certification:</p> <p>ISO 9001: 5 Marks</p> <p>ISO 20000: 5 Marks</p>	Maximum Marks-10	Relevant Documents to be submitted.

5	Skilled Manpower with Experience on the System Integrator's payroll: <ul style="list-style-type: none"> • Minimum 50 Manpower: 5 Marks • Between 50 to 100 manpower: 8 Marks • More than 100 manpower: 10 Marks 	Maximum Marks-10	Self-declaration on Letterhead
6	Technical Presentation: The presentation may cover the following points: <ul style="list-style-type: none"> a) Company Strength in terms of the bidder presence across the country, customer base, Experience, Market tie-ups, upcoming projects, Manpower Qualifications, Products/service range, timely completion of executed projects, appreciation/recognition for the work executed, various certifications pertaining to the organization such as ISO etc. b) Knowledge, skills and expertise pertaining to the execution of the turnkey IT project and No. of Certified resources on the organization's payroll. c) Plan/methodology used for implementation of projects d) Any other critical points by Applicant. 	Maximum Marks-50	Time, Date and place will be informed later

(i) The empanelment process will be as under.

a. Screening based on qualification criteria

b. Further presentations by the EoI applicants to STPI. The EoI applicants may be called for multiple rounds of presentation by STPI.

(ii) The EoI Applicant scoring a minimum of 70 marks out of a maximum mark of 100 in the evaluation process will be eligible for empanelment. Scoring given by STPI will be final and in case of any issues w.r.t. the score; decision of STPI will be final.

(iii) EoI applicants by submission of the application agree that if required, will provide support to STPI to ascertain/confirm the performance parameters from the references mentioned by the applicants during the submissions.

8. Terms & Conditions

- a. STPI at its sole discretion will adopt the Least Cost Method (LCM) based model and the same would be notified while inviting Bid from the empaneled applicants.
- b. The empanelment will be valid for three (3) years, which may be extended further for another 1 year; based on the requirements of STPI. At the time of renewal, STPI may ask for documents to ensure meeting of eligibility criteria that may be specified by STPI.
- c. The empaneled applicants undertake that they will continue to meet all the prescribed eligibility criteria as tabulated in eligibility criteria of this document; throughout the validity of empanelment and if at any time it fails to meet any of the criteria then it will forthwith inform STPI in this regard. STPI reserves the right to cancel the empanelment after reviewing the same at its end.
- d. Applicability of Make in India (MII) Policy: The empaneled applicants must adhere to the Make In India Policy in line with the Public Procurement (Preference to Make in India) Order of Department for Promotion of Industry and Internal Trade, (DPIIT – Public Procurement Section) as revised and amended from time to time and also clarifications issued by way of various communications including frequently asked questions by DPIIT in this respect. In addition the empaneled applicants should also ensure compliance with the notification (F. No. W-43/4/2019-IPHW-MeitY 07.09.2020) issued by IPHW division of MeitY.
- e. The empaneled applicants shall be required to sign a Non-Disclosure Agreement with STPI that shall not disclose any information related to Development/Audit/testing/Security breach with any third person. Confidentiality shall prevail even after the completion of the duration of empanelment.
- f. Submission of an EoI is evidence of an applicant's consent to comply with the terms and conditions of the Request for EoI process and subsequent bidding process. If an applicant fails to comply with any of the terms, their application may be summarily rejected.
- g. The willful misrepresentation of any fact in the EoI will lead to the disqualification of the applicants without prejudice to other actions that STPI may take. The EoI and the accompanying documents will become the property of STPI.
- h. STPI reserves the right to accept or reject any or all responses received against the EoI received without assigning any reason whatsoever and STPI's decision in this regard will be final.
- i. STPI reserves the right to inspect the facilities of the prospective applicants / conduct a Proof of Concept (PoC) at any time during the evaluation stage to verify the genuineness and to ensure conformity with the proposal submitted.
- j. No contractual obligation whatsoever shall arise from the EoI process.
- k. Any effort on the part of the applicant to influence the evaluation process may result in the rejection of the EoI.
- l. STPI is not responsible for non-receipt of EoI response within the specified date and time due to any reason including postal delays or holidays in between.
- m. EoI Applicants shall be deemed to have:
 - Examined the Request for EoI document and its subsequent changes, if any for the purpose of responding to it.
 - Examined all circumstances and contingencies, having an effect on their EoI application and which is obtainable by making reasonable enquiries.
 - Satisfied themselves as to the correctness and sufficiency of their EoI applications and if any discrepancy, error or omission is noticed in the EoI, the Applicant shall notify STPI in writing on or before the end date/time.
- n. The prospective applicants shall bear all costs associated with the submission of EoI response, presentations/ POC desired by STPI. STPI will not be responsible or liable for any cost thereof, regardless of the conduct or outcome of the process.
- o. Prospective applicants must inform STPI immediately in writing of any material change to the

- information contained in the EoI application, including any substantial change in their ownership or their financial or technical capacity. Copies of relevant documents must be submitted to STPI.
- p. Empaneled applicants must not advertise/publicize in any form (without prior written permission from STPI) about their unit having been shortlisted by STPI.
 - q. The empaneled applicants should be agreeable to providing STPI with all necessary functional and technical documentation required by STPI from time to time.
 - r. It is a non-exclusive agreement.
 - s. The short-listed System Integrators need to sign an agreement with STPI.
 - t. The short-listed System Integrators need to submit the initial Performance Bank Guarantee (PBG) of INR 25 Lakh. The amount of PBG shall be reviewed from time to time and the PBG shall be 5% of the cumulative project value of ongoing projects assigned to System Integrator or 25 Lakhs whichever is higher.
 - u. STPI and System Integrators will jointly address the requirements of the customer.
 - v. System Integrators will adhere to SLA, which STPI has offered to its customers.
 - w. System Integrators will also conduct technical seminars for STPI Officers to make them conversant about their product capabilities vis-à-vis customer requirements.
 - x. System Integrators will also provide relevant equipment free of cost for demonstrating the capability of the product & services if the same is required by the customer.
 - y. For the customers serviced through System Integrator, the System Integrator shall provide STPI 24 hrs, 7 days a week helpdesk, either web-based or call center.
 - z. System Integrator shall supply spares directly or through a back-end tie-up with the original equipment manufacturer to address any equipment-related problem within 12 hours in the same city and within 48 hours for the outstation site or as per the requirement of the project.
 - aa. The terms and conditions of the empanelment are subject to modification by mutual agreement based upon the request of either party. In case of no agreement being reached in such cases, STPI reserves the right to terminate the empanelment as per the provisions.
 - bb. System Integrator will depute appropriate resources to monitor and manage the progress of the project.
 - cc. In case STPI is the lead bidder and the terms and conditions required by customers are different and stringent then the terms and conditions required by customers would override the standard conditions of this EoI. The customer's conditions will have to be satisfied on a back-to-back basis. The decision of STPI will be final and binding.
 - dd. System Integrator shall provide maintenance and support services to STPI with respect to the Equipment supplied to the customers.
 - ee. The liability to insure the equipment, if any, in the outlet(s) and in the possession of the System Integrator will be of the System Integrator and the liability for any loss or damage due to any fire, burglary, theft, etc. will be that of the System Integrator.
 - ff. The System Integrator shall be fully responsible for the employment or payment of wages to its employees and shall fully comply with all laws, rules, regulations, notifications, directions orders etc. of the Govt. whether Central, State, Local or Municipal relating to such employment, payment of wages etc. and all others matter connected therewith and hereby indemnifies and agrees to continue indemnifying STPI in this regard.
 - gg. The STPI shall have no liability or obligation for any State or Local Govt. Levies / Taxes for providing services by System Integrator under this Empanelment.
 - hh. Delivery of equipment purchased through System Integrator for the customers as per customers' requirements will be System Integrator's responsibility at their cost. They are supposed to transfer the equipment from the place of supply to their local office and then supply the equipment locally to customers under proper receipt. Timely supply is the System Integrator's responsibility.

9. Instructions to the bidders

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

I. EoI meeting and clarifications

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

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

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

II. Completeness of the EoI Response

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

III. Proposal Preparation Cost

The System Integrator is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in the conduct of informative and other diligence activities,

participation in meetings/discussions/presentations, preparation of the proposal, in providing any additional information required by STPI to facilitate the evaluation process. STPI will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the EoI process. All materials submitted by the System Integrator shall become the property of the STPI and may be returned at its sole discretion.

IV. Amendment of EoI Document

At any time before the deadline for submission of EoIs, the STPI, may, for any reason, whether at its initiative or in response to a clarification requested by a prospective System Integrator, modify the EoI document by an amendment. All the amendments made in the document would be informed to all the participating System Integrators through mail or written post. STPI also reserves the right to amend the dates mentioned in this EoI for the EoI process. In order to afford prospective System Integrators reasonable time in which to take the amendment into account in preparing their EoIs, the STPI may, at its discretion, extend the last date for the receipt of EoIs.

V. Evaluation Process

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

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

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

VI. Rights to terminate the Process

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

VII. Pre-Bid Meeting

- i. STPI shall hold a pre bid meeting with the prospective bidders as per the schedule provided in **Section-FACTSHEET**. 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 diwakar@stpi.in.
- ii. STPI is not bound to clarify any query received after the day as described above.
- iii. STPI will review every query and on due consideration will issue corrigendum (if require). However, STPI does not undertake to answer each individual query (ies). Bidders shall not assume that their unanswered queries have been accepted by STPI.

VIII. Language of EoI

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

IX. Rights to Accept/Reject any or all Proposals

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

X. Failure to agree with the Terms & Conditions of the EoI

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

XI. Indemnity

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

XII. Conflict of Interest

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

STPI will be the final arbiter in cases of potential conflicts of interest. Failure to notify STPI of any potential conflict of interest will invalidate any verbal or written agreement.

XIII. Liability

- a. STPI shall not be a party to any transaction including, without limitation, for goods, Service and/or Third-Party Content, between the Third-Party Content provider, etc. and the Subscriber.
- b. Any termination of the empanelment shall not affect any accrued rights or liability of either party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force or after such termination.
- c. STPI shall not be liable to the System Integrator for any loss of business, profit, revenue or goodwill, anticipated savings, use or contracts or for any indirect or consequential loss howsoever it arises.

XIV. Dispute Resolution

If any dispute or difference or disagreement between the parties hereto arising out of, from or relating to anything contained under this contract including any dispute or difference arising out of termination or implementation of the obligation arising therefrom, shall be referred to the arbitration of Arbitral Tribunal consists of Sole Arbitrator. The Sole Arbitrator would be appointed by the Governing Council on request from either party. The award made by the Arbitrator shall be binding on the parties hereto.

The Arbitration shall be governed by the Arbitration and Conciliation Act, 1996 (as amended from time to time).

Annexure I - Eligibility Criteria

S. No.	Eligibility Criteria	Compliance (Yes/No)	System Integrator's Response	Attachment Page No.
1	The applicant should be a company registered in India under the Companies Act 1956, Act 2013/ Limited Liability Partnership (LLP) registered under LLP Act, 2008 with their registered office in India in operation for the last five years.			
2	<p>Average Annual Turnover of the applicant for the last three financial years (i.e., 2021-22, 2022-23, 2023-24) should not be less than Rs. 50 crores.</p> <p>For MSE & Start-ups: Average Annual Turnover of the applicant for the last three financial years (i.e., 2021-22, 2022-23, 2023-24) should not be less than Rs. 25 crores.</p> <p>Note: i.) The net-worth must be positive as of 31.03.2024. ii.) The worth of any parent, subsidiary, associated or other related entity shall not be considered.</p>			
3	The applicant should have experience of executing at least 3 similar projects covering the scope of work (as detailed in Section III- Scope of work) of value not less than 10 Cr. per project in last five financial years (i.e. after 01.04.2019).			
4	Company should have ISO Certification.			
5	<p>The applicant must not be insolvent, in receivership, bankrupt or being wound up and not have its business activities suspended by Government.</p> <p>Applicant or its Director/s is currently not blacklisted/debarred by any Government Organizations, GEM or Public Sector Undertakings or Public Limited Companies, competent authority, court of law and is not under a declaration of Ineligibility for corrupt or fraudulent practices as on the date of submission of bids.</p>			
6	The firm must have a valid PAN and a registration number for GST			

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Annexure II - EoI Submission Form

(To be submitted on the letterhead of the System Integrator (s))

To,

Date:

.....

.....

STPI,

1st Floor, Plate B,

Office Block-1, East Kidwai Nagar,

New Delhi-110023

Subject: Submission of the response for Empanelment of System Integrators for Solution Design, Supply, Configuration and Maintenance of IT Systems.

Sir,

We,, offer to provide services in accordance with your Expression of Interest (EoI) for “Empanelment of System Integrators for Design, Development/Deployment, Integration and Management of IT infra & network”, dated..... We are hereby submitting our response to the Expression of Interest (EoI).

We hereby declare that all the information and statements made in this response to the Expression of Interest (EoI) are true and accept that any misinterpretation contained in it may lead to our disqualification.

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

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Applicant:

Address:

Location:

Annexure III - Applicant's information details

S. No.	Items	Applicant's Response
1	Basic Information a) Name of the organization & contact person b) Registered office Address c) Phone no. of the contact person d) Email address of the contact person e) Web site if any, of the organization f) Year of registration of legal entity g) PAN no. h) GST No.	
2	Net-worth as on 31.03.2024	
3	Years in Business in India as a technology service provider	
4	List of Clients	
5	Technical Qualification/manpower/Offices/Centres	
6	Annual turnover of the applicant (in Rupee Lakhs) in each of the last three financial years i. 2021-22 ii. 2022-23 iii. 2023-24	

Authorized Signatory:

Name of the authorized signatory:

Date:

Place:

Seal:

Annexure IV - Format for submission of previous projects undertaken

Details of the project undertaken in India (Attach Copy of Purchase orders/ documentary evidence)
(One sheet for each Project should be submitted)

Project no. 1

S. No.	Items	Mandatory (Y/N)	Applicant's Response
1	Client name		
2	Location of the client along with contact person, contact no and email id		
3	a. Date of Purchase Order received for the project b. Date of Commencement of contract c. Status of the project (whether Completed/Ongoing)		
4	Nature of project for the Clients (Please list the activities handled by the applicant)		
5	Scope of Work		
6	Team Size		
7	Name of the Project Head		
8	Name of the Technical Architect/ Designer/ Developer		
9	Tools & Technology used (if applicable)		
10	Total Efforts in months		
11	Contract Amount (in Rupees Lakhs)		
12	Any other relevant information including reason for delay if any		

Note: The applicant should give the above information in this format only.

Authorized Signatory:

Name of the Authorized Signatory:

Date: Place:

Seal:

(Applicants are required to furnish details for each project they have undertaken as per the eligibility criteria)

Annexure V - Format for Self-declaration by System Integrator for not being blacklisted

[ON AGENCIES LETTERHEAD]

I / We, Partner(s) / Director(s)/ Authorized signatory of M/s. _____ hereby declare that the System Integrator 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 Organization/Public Sector Undertaking / Autonomous Body, etc.

OR

I / We, Partner(s)/ Director(s)/ Authorized signatory of M/s. _____ hereby declare that the System Integrator company namely M/s. _____ in the last three years, was blacklisted or debarred by STPI, or any other Central or State Government Organization / Public Sector Undertaking / Autonomous Body etc. for a period of _____ months /years w.e.f._____.
The _____ period _____ is _____ over _____ on _____

and, as on the date of proposal submission, the System Integrator is not in an active blacklisting period and is now entitled to take part in Government Tenders/ EoIs.

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

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

Name & Signature of Authorized Representative:

Name:

Capacity in which signed:

Name & address of the System Integrator:

Date:

Place:

Annexure VI - Format for Average Turnover & Net Worth

On CA Letterhead

TO WHOM SO EVER IT MAY CONCERN

This is to certify that the Turnover and Net Worth of M/s _____ having their registered office at _____ is as per below:

S. No.		FY 2021-22	FY 2022-23	FY 2023-24	Average
1.	Total Turnover (Rs)				

It is further certified that M/s _____ has a positive Net Worth of Rs. _____ as on 31-03-2024.

Place: _____

Date: _____

UDIN: _____

Signature & Stamp

Annexure-VII - Proforma for Non-Disclosure Agreement

NON-DISCLOSURE AGREEMENT

WHEREAS, we the undersigned System Integrator, _____, 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 System Integrators for Solution Design, Supply, Configuration and Maintenance of IT Systems” (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 System Integrator 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 System Integrator of specific access to Purchaser's confidential information, property, information systems, network, databases and other data, the System Integrator 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 System Integrator 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 System Integrator from a third party without any obligation of confidentiality;
 - d. the System Integrator 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 System Integrator shall have the burden of proving hereinabove are applicable to the information in the possession of the Service Provider.

3. The System Integrator agrees to hold in trust any Confidential Information received, as part of the EoI process or otherwise, and the System Integrator shall maintain strict confidentiality in respect of such Confidential Information, and in no event a degree of confidentiality less than the System Integrator uses to protect its own confidential and proprietary information. The System Integrator 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

- d. to treat Confidential Information as confidential unless and until Purchaser expressly notifies the System Integrator of release of its obligations in relation to the said Confidential Information.

4. Notwithstanding the foregoing, the System Integrator acknowledges that the nature of activities to be performed as part of the EoI process or thereafter may require the System Integrator's personnel to be present on premises of the Purchaser or may require the System Integrator'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 System Integrator of the confidentiality of all such information.

Therefore, the System Integrator shall disclose or allow access to the Confidential Information only to those personnel of the System Integrator 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 System Integrator will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the System Integrator's confidentiality obligation. Further, the System Integrator shall procure that all personnel of the System Integrator 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 System Integrator 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 System Integrator agrees that upon termination/expiry of this Agreement or at any time during its currency, at the request of the Purchaser, the System Integrator 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 System Integrator 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 EoI process and/or termination of the contract or at any time during its currency, at the request of the Purchaser, the System Integrator 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 System Integrator 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 System Integrator 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 System Integrator hereto becomes legally compelled to disclose any Confidential Information, the System Integrator 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. System Integrator 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 System Integrator applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(System Integrator)

Authorised Signatory
Place:

Office Seal: Name:

Designation:

Date :

Annexure VIII - Proforma for Performance Bank Guarantee

To

.....

STPI,

1st Floor, Plate B,

Office Block-1, East Kidwai Nagar,

New Delhi-110023

Dear Sir,

In accordance with your EoI enquiry No..... dated M/s..... having its registered office at (hereinafter called the '**Bidder**') wish to participate in the said EoI for.....

As an irrevocable Bank Guarantee against Bid Guarantee for an amount of..... valid upto**..... is required to be submitted by the Bidder as a condition preset for participation in the said EoI, which amount is liable to be forfeited on the happening of any contingencies mentioned in the EoI/ bid documents.

We, theBank at having our head office at guarantee and undertake to pay immediately on demand by STPI the amount* (in figures and words) without any reservation, protest, demur and recourse. Any such demand made by said owner shall be conclusive and binding on us irrespective of any dispute or differences raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto** (upto 180 days). If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instruction from M/s. on whose behalf guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its stamped on this Day of2024 at

Designation.....

Bank's Common Seal.....

Attorney as per power of Attorney No.....

Witness

Signature.....

Name

Annexure IX - Format for Checklist

On Applicant Letter Head

Applicant's Name:

Address and Contact Details:

Date:

EoI Subject.:

Note to Applicants: This checklist is merely to help the applicants for prepare their bids, it does not override or modify the requirement of the EoI. Applicants must do their own due diligence also.

S. No.	Documents to be submitted, duly filled, signed	Yes/No/NA
1.	Annexure- I - along with supporting documents such as certification of Incorporation, PAN, GST etc.	
2.	Annexure-II - EoI Submission Form	
3.	Annexure III - Applicant's Information Details	
4.	Annexure-IV- Format for submission of previous projects undertaken	
5.	Annexure-V - Undertaking: Non-Blacklisting	
6.	Annexure - VI- Format for Average Turnover & Net Worth	
7.	Annexure-VII - Performance Bank Guarantee	
8.	Technical Solution Document and Technical Presentation	

Note: Any other necessary documents in addition to the above shall also be submitted by the System Integrator as per requirement.

Yours faithfully,

Name:

Signature:

Seal of the organization:

Date:

Place: