



NATIONAL SUPERCOMPUTING MISSION

INFRASTRUCTURE | APPLICATIONS | R&D | HRD

Centre for Development of Advanced Computing

A Scientific Society of Ministry of Electronics & Information Technology,

Government of India

Innovation Park, Panchavati, Pashan Road, Pune - 411008

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RFP: CDACP/RUDRA SPX-TOT-PARTNER/25-26/449

**C-DAC invites ON-LINE bids for Transfer of Technology to Bidders to Manufacture,
Assemble and Market of Rudra-SPX Server Systems**

Interested Bidders may download the Tender Document from <https://eprocure.gov.in/eprocure/app>. Bidders are advised to go through instructions provided at 'Instructions for online Bid Submission' and submit duly filled bids online on the website <https://eprocure.gov.in/eprocure/app> as per the schedule given in the Tender Document.

Tender Schedule

Tender No: CDACP/RUDRA SPX-TOT-PARTNER/25-26/449

The link to join online Pre-bid meeting.	VC Link: https://edpo-vc.webex.com/edpo-vc/j.php?MTID=m1f71510b34ca349d8eb96f55b6bc0eea
Pre-Bid Meeting (Online) Date/Time	7 th November, 2025 – 1100 hrs.
Last date of submission of bids	14 th November, 2025 – 1600 hrs.
Date of opening of technical bids	14 th November, 2025 – 1630 hrs.
Place of opening of technical bids	C-DAC, Pune 411008.

1. Instructions for On-line Bid Submission

The bidders are required to submit soft copies of their bids electronically through the portal (www.eprocure.gov.in) using valid Digital Signature Certificates (DSC). The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

2. Assistance to Bidders:

Any query relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24*7 CPP Portal Helpdesk on: - 0120-4200 462, 0120-4001 002, 0120-4001 005, 0120-6277 787,

- e-mail for Technical - support-eproc@nic.in.

3. *In case of any doubts and/ or queries pertaining to technical solution, specifications terms and conditions of the tender, bidders may send their queries in writing through e-mail (mmg@cdac.in). The queries, requests for clarifications etc. must be sent min. 24hrs prior to the date/time of the Pre-Bid Meeting. The bidders are requested to go through the entire tender document thoroughly, before raising any query. C-DAC, Pune shall address the queries raised by the bidders. The replies to queries would be made available on CPP Portal / C-DAC's web site in due course of time. All the queries, doubts, clarifications etc. must be submitted in xls format only as below:*

Name of the bidder:				
Sl. No.	Section / Page No	Clause Reference	Query from bidder	C-DAC Response

SECTION I: INSTRUCTIONS TO BIDDERS (ITB)

1. Introduction:

The National Supercomputing Mission (NSM) initiated by the Government of India aims towards achieving the goals of attaining self-reliance in supercomputing and problem solving in various domains of scientific and technological endeavors. Under this mission, C-DAC is creating an infrastructure of family of supercomputers of varying capacities spanning a wide range. One of the key modalities in this mission is to use indigenous build approach, wherein design and manufacture of substantial sub-assemblies would be carried out in India.

Under the build approach, C-DAC has designed and developed Rudra series of compute servers, “Rudra I & Rudra-SPX” as one of the sub-assemblies required for Supercomputer. A system based on Rudra series server has been working and operational at C-DAC and displayed as Technology Demonstrator. Rudra series Servers have been benchmarked with HPL, HPC application benchmarks and cloud benchmarks. The Benchmark data may be shared with the selected shortlisted bidders after they sign the NDA attached in Annexure D

C-DAC has already completed manufacturing Six thousand Rudra I servers with its Electronics Manufacturing Services (EMS) Partners under NSM HPC Projects and delivered to various institutions of higher learning and premiere research institutions in India, funded by Government of India. C-DAC had selected EMS partners and ordered to manufacture, test and deliver 1500 Rudra-SPX servers, the EMS project for Rudra-SPX has already been kicked off.

The market for servers, beyond NSM projects, is very large. According to a commissioned survey Indian market for server reached a value of US\$ 1.49Billion in 2024, growing at a CAGR of 9.2% during 2000 - 2024. In 2024, India white box server accounted for a share of 21% of the overall server market in India. Growing at a CAGR of 18.6% during 2000-2024, the India white box server market reached a value of US\$ 313 Million in 2024. Looking forward, the total server market is expected to reach a value of US\$ 2.76 Billion by 2030

With the Government of India’s aggressive push towards complete digitization of transactions and services, the demand for data centers and hyper-converged infrastructures are poised to grow exponentially. Needless to say, a completely indigenous servers like RUDRA-I; RUDRA-SPX which are designed, developed and manufactured in the country will have an exceptionally greater acceptance and have an edge in “security conscious” environments and businesses. The fact that C-DAC is involved in HPC sector for the past thirty years had brought the technological prowess to come out with new server designs to meet the changing demands of the markets and provide a robust business continuity plan for RUDRA series of servers.

It has been realized that the current process, of deploying Rudra Servers in premier educational and research institutions, needs to be complemented through addressing demands of other applications from the country at large, in order to achieve the true market potential of Rudra series server’s matured technology and C-DAC plans to

expand the activity of manufacturing and marketing of Rudra-SPX servers serving beyond the limits of NSM projects through its Technology Transfer to Licensee/s.

The potential bidders for ToT license need to note that unlike the EMS partners who were required to establish and augment their manufacturing capability in order to acquire the EMS orders from C-DAC, the bidders for TOT licenses must establish required capability of marketing and sales to reach Server customers, understand their actual requirements by interacting with them in order to acquire orders and deliver Rudra SPX servers, and provide warranty service in addition to the capability of just manufacturing them.

Accordingly, Centre for Development of Advanced Computing (C-DAC) through this RFP, invites offer from interested Bidders for transfer of Rudra-SPX Server technology (ToT) from C-DAC and to acquire licenses to assemble, manufacture, test Rudra SPX Server, market and sell in markets (outside NSM projects) including the world market.

The parties may bid as a single entity or in consortium. In case of a consortium, there shall be a lead bidder. The lead bidder of the consortium or the single bidder (in case the bid is made in single) is referred hereafter as 'bidder' in this document. None of the Consortium members can be in more than one bid against this RFP. A bid is acceptable from an EMS organization with a partner who has required Marketing and Sales Capability. Similarly, a bid is acceptable from a System Integrator/ IT Equipment OEM/ IT Solution provider organization having Marketing and Sales capability with a partner who has required EMS Capability, and Bid is acceptable from an organization who can establish required capability of both manufacturing and Marketing & Sales.

2. Objectives

To implement Transfer of technology of Rudra-SPX Server developed by CDAC with a focus on making it available to Indian industries, users and society at large in the shape of finished product as competitively priced commercial product/s.

To ensure that no IPR violation is caused by any party

To ensure that commercial interests of all stakeholders are adequately addressed.

To fulfil Manufacturing and Marketing potential beyond NSM Projects for Rudra-SPX Server Technology, developed and registered by C-DAC.

To realize 'Design in India' and 'Make in India' missions of the nation in Server domain, also by increasing 'local value additions' in manufacturing of Rudra SPX server which was a key focus of C-DAC while designing it.

To continue improving and upgrading Rudra Server designs to fulfil evolving needs of Indian Server Market.

To provide testing grounds for R&D talents and keep abreast and participate in technological developments in related application sectors for servers.

To lay foundation for long term Server product roadmap of C-DAC through Technology Transfer experience of Rudra-SPX Server and through market feedbacks beyond NSM projects.

To focus on white Box Rudra Servers in Indian Data Centre market having huge potential and which is already attracting significant investments. And also, to extend applications of Rudra-SPX for these applications.

Government of India's PLI scheme will help to proliferate Rudra-SPX Technology in Indian Manufacturing eco system. MeitY has notified the Production Linked Incentive Scheme for IT Hardware including Servers vide Gazette Notification No. CGDL-E-03032021-225613 dated March 03, 2021 extending it. Also, as per Government of India policy preference is given to Make in India servers in public procurement. CDAC design would guarantee a layer of security trustworthiness in Rudra server from Indian customers.

3. Through this RFP C-DAC intends to identify prospective partners who meet the technical and financial criteria, as stipulated in this document, for being able to manufacture Rudra-SPX servers using the transferred technology and sell them at competitive prices to the prospective customers.

4. **Contact information:**

Material Management Group
Centre for Development of Advanced Computing (C-DAC)
Innovation Park, Panchavati, Pashan Road,
Pune 411008, Maharashtra, INDIA
Tel No.: +91-20-25503671-76/ 2586 8086, E-mail: mmg@cdac.in

5. **Single bid System:**

The Single e-bid system will be followed for this tender.

e-Packet or "e-Bid" shall contain three parts

Part one: containing Manufacturing Parameters part

Part two: containing Marketing and Sales Parameter part

Part three: containing Commitment of Deployment of Rudra SPX servers' part

The documents pertaining to all the three parts, mentioned above must be uploaded electronically through <https://www.eprocure.gov.in/eprocure/app>.

5.1. **e-Packet.:**

- a. Covering letter, as per format given in **Annexure – A**.
- b. Authority letter, as per format given in **Annexure – B**.
- c. Scanned copy of Demand Draft / On-line receipt towards tender fee of Rs. 1000/- (Rupees One Thousand Only) (Non-refundable / Non-Exempted) drawn in favour of C-DAC payable at Pune. However, the original of Demand Draft must be submitted to C-DAC at address given at para 2 above, on or before the Due Date & Time of the Tender Submission. The bank details for 'online' tender fees: IDBI Bank, Ashok Nagar-Pune, A/c No.- 60010010004258, IFSC-IBKL0000600, MICR – 411259027.

- d. An undertaking towards Earnest Money Deposit (EMD), as per format given in **Annexure – C**.
- e. Valid supporting documents showing that the bidder have Yearly Turnover of Min. Rs. 10.0 Crs. & NET WORTH: Net Worth of the partner/bidder should be positive as per the last audited financial statement.
- f. Compliance statement indicating the compliance of the scope of Technology Transfer, etc. as per the tender specifications.

All necessary details and required documents to establish required capability for Quality and Commitment Based Selection. **Note:** C-DAC reserves the right to reject the bid if any of the above listed document/s is not submitted.

5.2. The bids would be evaluated through QCS (Quality and Commitment Based Selection).

QCS Parameters:

QCS Parameters for Technical

Technical includes both Manufacturing and Marketing & Sales

I. Manufacturing has 50 marks:

A: Manufacturing Facilities

Sr. No	Description	Max. Marks
1	Equipment in SMT line with Detailed Specifications according to RFP	5
2	Cable assembly and test facility	5
3	Inward Quality Assurance (Vendor Selection, Comprehensive Quality Control of Incoming material including inspection and Analysis	5

B: Experience:

Sr. No	Description	Max Marks
4	Test Development Capabilities and experience for Complex Server/ Computing products	5
5	Previous Experience in Box build for server/workstation	4
6	RMA experience for complex products	4
7	Experience in Certification of manufactured products	4

C: Process:

Sr. No	Description	Max. Marks
8	Overall Quality control procedure	4
9	End to end integrated comprehensive Traceability process	4

D: Manpower

Sr. No	Description	Max. Marks
10	Trained manpower for each equipment	2
11	Experienced Design Team for mechanical fabrication	2

E: Certifications:

Sr. No	Description	Max. Marks
12	Quality System certified for ISO-9001-2015	2
13	Electrostatic Discharge compliant to IEC 61340-ESD & ANSI S 20.20	2
14	Lead Free process compliant to RoHS 2 (Directive 2011/65/EU),	2

Partial Elaboration of QCS Manufacturing Criteria;

Certification Criteria for selection of EMS Partner/s:

1. ISO-9001-2015

The Bidder must have certification for ISO 9001:2015; having compliant Quality Management Systems (QMS) for the organization to manufacture products and to provide services that consistently meet the requirements and expectations of customers in the most efficient manner possible, QMS should be aggregate of all the processes, resources, assets, and cultural values that support the goal of customer satisfaction and organizational efficiency.

2. IEC 61340-ESD & ANSI S 20.20

The bidder systems must comply to IEC 61340-ESD which details requirements for protection of electronic devices from electrostatic phenomena and also complies to ANSI S 20.20 for Protection of Electrical and Electronic Parts, Assemblies and Equipment, having:

- a. ESD CONTROL PROGRAM, including a ESD Control Program Manager or Coordinator
- b. Conducts "Tailoring" accomplished by evaluating the applicability of each requirement for the specific application
- c. ESD Control Program Plan
 - i. Personnel Training
 - ii. Product Qualification
 - iii. Compliance Verification
 - iv. Grounding / Equipotential Bonding Systems
 - v. Personnel Grounding
 - vi. ESD Protected Area (EPA) Requirements

- vii. Packaging Systems
- viii. Marking

3. RoHS 2 (Directive 2011/65/EU),

The components used in the process including PCB Solder and components must be compliant to RoHS 2 (Directive 2011/65/EU), which restricts the use of specific hazardous materials commonly found in Electrical and Electronic Products (EEE).

- ix. Cadmium (Cd): <100 ppm
- x. Lead (Pb): <1000 ppm
- xi. Mercury (Hg): <1000 ppm
- xii. Hexavalent Chromium: (Cr VI) <1000 ppm
- xiii. Polybrominated Biphenyls (PBB): <1000 ppm
- xiv. Polybrominated Diphenyl Ethers (PBDE): <1000 ppm

Parameters for Marketing and Sales

Given that C-DAC has expertise in design, development, prototyping, benchmarking, and also that high end manufacturing is taken care of by selected EMS partner, additional dedicated Marketing and sales responsibility for high-end servers in the non NSM market would be crucial for success of stated Transfer of Technology objectives. The bidder needs to complement aforesaid manufacturing strengths, specifically in market penetration, sales execution, and customer management for Rudra SPX, a highly specialized product.

Following are the key criteria those C-DAC would evaluate for in selecting ToT partner from the marketing and sales perspective of the bidder:

1. Market & Domain Expertise

- **Enterprise Market Focus:**

- **Deep understanding of High-Performance Computing:**

The bidder must understand the technical specifications, use cases, and total cost of ownership (TCO) relevant to HPC buyers (e.g., research institutions, finance, energy, manufacturing, Educational & Scientific Institutions).

- **Proven Enterprise Sales Track Record:** Experience selling complex, high-value B2B technology solutions to large organizations, which often involve long sales cycles, multiple stakeholders (IT, C-level, departmental heads), and complex procurement processes.

- **Targeted Customer Base:** They should have existing relationships (at least contacts) with the key enterprise segments that utilize top-end servers, such as data centres, cloud service providers, and major corporate R&D departments.

2. Technical & Consultative Capabilities

- **Technical Sales Expertise:** Their sales team must be more than just order-takers; they need to be **consultative sellers** capable of:

-
- Articulating the server's technical advantages (performance, thermal management, reliability, specific Intel chipset features) in a way that aligns with the customer's specific workload and business needs.
 - Understanding the competitive landscape and positioning the new server effectively against established brands.
 - **Post-Sales Support Capability:** They should have a technical support infrastructure capable of:
 - Providing initial deployment and integration support.
 - Offering reliable, timely, and knowledgeable Tier 1 and Tier 2 support for mission-critical enterprise systems.

3. Sales Infrastructure & Strategy

- **Robust Sales Channel:** A clear and effective strategy for covering the target market, whether through a direct sales team, value-added resellers (VARs), or system integrators (SIs).
- **Geographic Reach:** The partner's sales footprint must cover the selected target regions with the ability to scale up as sales grows.
- **Sales Process Maturity:** They should have a defined, measurable, and repeatable sales process that includes lead generation, qualification, proposal development, negotiation, and contract closing for high-value hardware. They must be able to market and sell Rudra SPX, a high-end product both in Design/engineering and manufacturing, not be just a 'box-seller'.

4. Marketing & Brand Alignment

- **Marketing Expertise:** Ability to develop and execute targeted marketing campaigns that focus on the specialized benefits of the high-end server (e.g., specific benchmark results, TCO and special advantages over security concern) to technical and financial decision-makers.
- **Brand Alignment and Integrity:** The partner's reputation in the enterprise space must be strong and professional, as they will represent the brand. They should be willing to co-brand and consistently reinforce the server's premium positioning.
- **Content Generation:** Capability to create high-quality sales enablement materials, case studies, and technical white papers that leverage the company's benchmarking and engineering data.

5. Financial & Operational Criteria

- **Financial Stability:** The partner should be financially sound to manage inventory (if required), handle large-scale enterprise contracts, and sustain the long-term investment often required in the HPC sales cycle
- **Incentive Alignment:** They must align incentives for both organizations, ensuring motivation to market and sell the new high-end server product aggressively, rather than focusing solely on their existing, easier-to-sell product lines.
- **Clear Reporting & Communication:** A commitment to transparent reporting on sales pipelines, market feedback, competitor activities, and marketing ROI.

QCS Parameters for Marketing and Sales

Marketing and Sales have 50 marks:

1. Market & Domain Expertise

Sr. No	Description	Max Marks
1	Enterprise Market Focus	3
2	Deep understanding of High-Performance Computing	3
3	Proven Enterprise Sales Track Record	3
4	Targeted Customer Base	3

2. Technical & Consultative Capabilities

Sr. No	Description	Max Marks
5	Technical Sales Expertise	4
6	Post-Sales Support Capability	4

3. Sales Infrastructure & Strategy

Sr. No	Description	Max Marks
7	Robust Sales Channel	4
8	Geographic Reach	3
9	Sales Process Maturity	4

4. Marketing & Brand Alignment

Sr. No	Description	Max Marks
10	Marketing Expertise	4
11	Brand Alignment and Integrity	3
12	Content Generation	4

5. Financial & Operational Criteria

Sr. No	Description	Max Marks
13	Financial Stability	2
14	Incentive Alignment	3
15	Clear Reporting & Communication	3

Total Technical marks are calculated by adding Manufacturing and Marketing & Sales marks:

C. Commitment of deployment of Rudra SPX servers in three years by the Bidder

Year	Number of Rudra SPX deployment Target
1st year	
2nd year	
3rd Year	
Total	

6. All above should be addressed to:

Materials Management Group (MMG)
Centre for Development of Advanced Computing (C-DAC)
Innovation Park, Panchavati, Pashan Road,
Pune 411008, INDIA. Phone: 020-25868086 / 020-2550 3673-75.

7. Opening of Technical part:

The Manufacturing part and Sales and Marketing parts will be opened - online on the date given in tender schedule, through www.eprocure.gov.in/eprocure/app portal.

8. Opening of Commitment of Deployment

Commitment of deployment part of the bid will be opened only for the bidders who have secured more than 70% mark on clause 8 above. The decision of C-DAC's bid evaluation committee in this regard will be final and binding on bidders. C-DAC's bid evaluation committee will be authorised to take appropriate decision on minor deviations, if any.

9. Bid evaluation

Bid evaluation will be done according to clause 20 of Section II

(END OF SECTION I)

SECTION II: GENERAL CONDITIONS OF CONTRACT (GCC)

1. The bidder must sign an NDA (Non-Disclosure- Agreement) with C-DAC. The format of the NDA document is as per Annexure – D
2. “Technical Specification of the Rudra-SPX Server” is given in Section IV.
3. The Bidders would submit technical bid as per the Tender Terms and Conditions.
4. License Fee/s and Base rate for Royalty fee payable by the bidders has been fixed by the ToT committee of C-DAC.
5. Rudra-SPX Technology Transfer License Fee and Royalty Fee Structure Process
 - 5.1. One time Technology Transfer License Fee will be charged to the selected Bidder after its acceptance of the terms and conditions, valid for three years.
 - 5.2. After payment of 100% of Technology Transfer License Fee all Technology Transfer documents would be transferred to the selected partner.
 - 5.3. The selected partner will be allowed to start marketing and sales of Rudra-SPX after payment of 100% of Technology Transfer License Fee.
 - 5.4. The Technology Transfer License Fee for Rudra SPX would be Rupees 1,50,00,000/- + GST for 3 years from the date of Transfer of the Technology. For existing Technology Transfer Licensees of Rudra-I, a discount of Rupees 50,00,000/- will be given on payment of full License fee for Rudra-SPX, only if the existing ToT Licensee for Rudra I, had paid for the full License fee for Rudra I.
 - 5.5. Royalty Fee will be charged for each sale of Rudra-SPX server
 - 5.6. Royalty Fee for Sales of each unit of Rudra-SPX would be 4% (plus GST) of the Sales Value (Net of Taxes) of Rudra-SPX
 - 5.7. The target of deployment per year will be a part of the ToT agreement. The period for incentive will be counted from the date of sale of first Rudra SPX server by the Bidder.
 - 5.8. In order to incentivise the ToT partner, the Royalty Fee would be reduced to 3.5% (plus GST) of the Sales Value (Net of Taxes) of Rudra-SPX, in case it has achieved its target in the previous year
6. The draft ToT agreement is attached with this RFP document in Annexure F.
7. Upon agreement by the selected partner regarding the terms and conditions of the agreement, the agreement may be signed and after payment of 50% of the TOT license fee (First Instalment) all Technology Transfer data/documents would be transferred to the selected partner. 50% of the remaining payment (Second Instalment) shall be done by the selected partner to be allowed to start marketing and sales of Rudra-SPX.
8. As detailed above in addition to the Transfer of Technology fee, the partner with the valid TOT license agreement shall pay a Royalty to C-DAC for every Rudra-SPX server manufactured as detailed above. The payment of Royalty Fee will be paid in every quarter by the TOT partner along with GST invoices.
9. The Technology Transfer fee is non-refundable.

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10. The partner cannot manufacture and/or sell the Rudra-SPX servers unless and until 100 % of ToT license fee is paid to C-DAC.
 11. The TOT partner cannot transfer the technology further to any third party/SI without written permission of C-DAC.
 12. C-DAC reserves the right to forfeit the ToT charges paid by the partner in case of breach of agreement by the partner. The decision of C-DAC in this matter shall be final.
 13. C-DAC reserves the right to award the contract to maximum Four eligible partners on the basis of selection criteria.
 14. Validity of one time Technology Transfer fee & Renewal of TOT agreement
 - a. Payment of one time Technology Transfer fee (full payment) grants the partner to manufacture and sell Rudra-SPX server for a period of 03 years from the date of signing of the agreement.
 - b. For the period beyond 3 years the partner should renew the ToT license agreement before expiry of one time Technology Transfer license period by paying the TOT support charges as decided by C-DAC.
 - c. If the renewal is initiated after the stipulated period, a fresh TOT agreement needs to be signed by the company based on the conditions prevailing at that time.
 15. **Special conditions:**
 - 15.1. C-DAC reserves the right to acquire orders of Rudra-SPX directly from NSM projects and Strategic sectors
 - 15.2. C-DAC reserves the right to place orders of Rudra-SPX to Licensee/s at a mutually agreed price. The Licensee/s must not refuse to accept order of Rudra-SPX from CDAC to satisfy CDAC customers and Licensee will not give higher priority to other buyers over C-DAC.
 - 15.3. C-DAC will set maximum price cap for Rudra-SPX for sales in India after discussions with the Licensee/s.
 16. **Amendment to Bidding Documents**
 - 16.1. At any time prior to the deadline for submission of bids, C-DAC may, for any reason, whether on its own initiative or in response to the clarification request by a Qualified Bidders, modify the bid document.
 - 16.2. The amendments to the tender documents, if any, will be notified by release of Corrigendum Notice on www.eprocure.gov.in/eprocure/app and www.cdac.in/tender against this tender. The amendments/ modifications will be binding on the bidders.
 - 16.3. C-DAC at its discretion may extend the deadline for the submission of bids if it thinks necessary to do so or if the bid document undergoes changes during the bidding period, in order to give Qualified Bidders time to take into consideration the amendments while preparing their bids.

17. Preparation of Bids

Bidder should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the bid documents. In case however, any corrections, overwriting, erasures or postscripts have to be made in the bids, they should be supported by dated signatures of the same authorized person signing the bid documents. However, bidder shall not be entitled to amend/ add/ delete/ correct the clauses mentioned in the entire tender document.

18. Period of validity of bids

18.1. Bids shall be valid for minimum 120 days from the date of submission. A bid valid for a shorter period shall stand rejected.

18.2. C-DAC may ask for the bidder’s consent to extend the period of validity. Such request and the response shall be made in writing only. The bidder is free not to accept such request without forfeiting the EMD/BG. A bidder agreeing to the request for extension will not be permitted to modify his bid.

The Bid documents shall be neatly arranged and all pages should be numbered. They should not contain any terms and conditions, printed or otherwise, which are not applicable to the Bid. **The conditional bid will be summarily rejected.** Insertions, postscripts, additions and alterations shall not be recognized, unless confirmed by bidder’s signature.

19. Evaluation of Bids:

The duly constituted Technical Evaluation Committee (TEC) shall evaluate the bids. The TEC shall be empowered to take appropriate decisions on minor deviations, if any.

The evaluation will be done on the basis of QCS (Quality and Commitment Basis Selection). Bidders will submit all necessary details and required documents to establish all relevant aspects elaborated in SECTION I 5.2

Bidders will submit their Rudra SPX deployment commitment in the following format in commercial Bid:

Commitment of deployment of Rudra SPX servers in three years by the Bidder

Year	Number of Rudra SPX deployment Target
1st year	
2nd year	
3rd Year	
Total	

Evaluation of bids will be carried out by TEC through QCS

QUALITY AND COMMITMENT BASED SELECTION

Sample Illustration

STAGE 1: TECHNICAL EVALUATION Technical Mark Obtained

Bidder details

(sample as per 5.2 Section I)

Bidder1	92
Bidder2	85
Bidder3	55
Bidder4	75

STAGE 2: Conversion of sample Technical Marks to Technical Score

Bidder details	Technical Score based on Grading System
Bidder1	92
Bidder2	85
Bidder3	Rejected *
Bidder4	75

*Since the eligible technical score should be 70 & above, bidder 3 is rejected

STAGE 3: COMMITMENT BID EVALUATION

Bidder details	Commitment (sample)
Bidder1	1000
Bidder2	1200
Bidder4	2000

Stage 4: Conversion of (sample) commitment bid to score

Bidder Details	Commitment	Commitment Score (F*100/HCB)
Bidder1	1000	1000/2000*100=50
Bidder2	1200	1200/2000*100= 60
Bidder4	2000	2000/2000*100= 100

HCB = Highest Commitment Bid, F = Quoted Commitment

Consolidated Technical & Commitment Score

Bidder Details	Technical Score	Commitment Score
Bidder 1	95	50
Bidder 2	85	60
Bidder 4	75	100

Stage 5: Combined Technical and Commitment Score (CTCS) With Weightage 70:30.

Bidder Details	Applying weights for the Technical Score & commitment Score	CTCS	Rank of the Bidder
Bidder1	$95*(70/100) + 50*(30/100)$	81.5 (66.5+15)	H2
Bidder2	$85*(70/100) + 60*(30/100)$	77.5 (59.5+18)	H3
Bidder4	$75*(70/100) + 100*(30/100)$	82.5 (52.5+30)	H1

20. **Award of contract**

- C-DAC reserves the right to visit the factory/plant/offices/infra-structure etc. of the bidder during the evaluation of bids stage. The same has to be arranged by the bidder, accordingly.
- C-DAC reserves the right to enter into the Technology Transfer contract of Rudra-SPX Server with up to four bidder/s with top CTCS rank/s.
- The decision of C-DAC shall be final for Technology Transfer contract of Rudra-SPX Server with the qualified bidder/s.
- C-DAC reserves the right and has sole discretion to reject any bid.
- The selected Bidder/s will have to sign the Technology Transfer Agreement in ANNEXURE F, within one month of information from C-DAC.
- Failure on the part of the successful bidder(s) to agree with the Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the Technology Transfer contract of Rudra-SPX Server with the qualified bidder.

21. ***C-DAC's Right to amend /cancel***

C-DAC reserves the right to amend the eligibility criteria, commercial terms & conditions.
C-DAC reserves the right to cancel the entire tender without assigning any reasons thereof.

22. ***Corrupt or Fraudulent Practices***

It is expected that the bidders who wish to bid for this project have highest standards of ethics. C-DAC will reject bid if it determines that the bidder has engaged in corrupt or fraudulent practices while competing for this contract; C-DAC may declare a vendor ineligible, either indefinitely or for a stated duration, after being awarded a contract if it at any time determines that the vendor has engaged in corrupt and fraudulent practices during the award / execution of contract.

23. ***Interpretation of the clauses in the Tender / Contract Document***

In case of any ambiguity/ dispute in the interpretation of any of the clauses in this RFP Document, the interpretation of the clauses by Director General C-DAC shall be final and binding on all parties.

(END OF SECTION II)

SECTION III: SPECIAL CONDITIONS OF TOT RFP FOR Rudra-SPX Server (SCC)

1. *Completeness Responsibility:*

Notwithstanding the scope of work stated in bid document the responsibility of completion of supply of the Server by the TOT partner to its own customers will be solely on the TOT partner.

2. *Warranty:*

- a. The TOT partner warrants that all the Integrated Circuit devices, connectors and passive components to be used for assembly would be new, unused and would be procured from original manufacturers or from authorized distributors only.
- b. The bidder warrants that the servers will be manufactured in accordance with the applicable Specifications and shall be free from defects in workmanship for a period of [Thirty-Six (36) months] from the date of delivery. In addition, the bidder warrants that Production Materials are in compliance with Environmental Regulations.
- c. The warranty and support of the delivered server systems will be anywhere in India for a period of three years.

3. *NSM-BRANDING and packing boxes:*

The TOT Partner would be required to carry out the RUDRA-SPX Branding in addition to their own branding on the front and back of server enclosures as per the specification (Specifications / drawings will be provided by C-DAC).

4. *Completion of Commercial Commitment:*

The TOT Partner would be required to deploy minimum of 20% of their Commercial Commitment of RUDRA-SPX server deployment in three years. Failure in completion of the commitment will result in being barred from further ToT license of Rudra Servers.

(END OF SECTION III)

SECTION IV: SCOPE OF Technology Transfer

1. *Details about the Server:*

C-DAC has designed state-of-the-art Server Platform Rudra-SPX based on Fifth/Fourth Generation Xeon Emerald Rapids/ Sapphire Rapids Server Processor.

Technical Specification:

- **Processor:**
 - Dual Socket, Intel® Xeon® Scalable Family
 - 4th Generation Sapphire Rapids
 - 5th Generation Emerald Rapids
 - TDP up to 350 W/CPU
- **Memory:**
 - 16 DDR5 DIMM slots, up to 4TB
- **Network and I/O:**
 - 1GbE BMC management Interface
 - 1GbE Host Ethernet Interface
 - One OCP NIC 3.0(400 Gbps)
 - 4 AIC PCIe Gen5.0 x16 ports support
 - 1 x USB 3.0
 - Mini Display Port
- **Management:**
 - Custom OpenBMC with BMC (Aspeed AST2600)
 - ACPI Power Management
 - KVM and Serial over LAN
 - Health Monitor
 - Platform voltage, temperature, power, error monitoring
 - Event logging based on sensor thresholds and CPU events
 - Fan tachometer monitoring and speed control
- **Security:**
 - TPM2.0(pluggable)
 - SecureBoot
 - Cryptographically signed firmware
- **Product Dimensions:**
 - ORv3 Rudra-SPX 1-OU: 537mm X 868mm X 44.70mm
 - ORv3 Rudra-SPX 5-OU: 537mm X 868mm X 236.6mm
- **Key Applications:**
 - High-performance computing,
 - Cloud and edge computing and communication.
- **Unique selling points:**
 - Indigenous design – Flexibility in configuration resulting in cost effectiveness

-
- Rudra-SPX server design is flexible and versatile, enabling possibility of different variants as per requirement.
 - Well-managed security concerns with full control over the firmware – BIOS and BMC
 - Dense form factor – up to servers in one rack
 - Option of both centralized power supply or individual server power supply
 - Suitable for both OEM/ODM adoption

There are two SKUs available for Rudra-SPX Server with following OCP form factors.

1. CPU-CPU 10U Liquid cooled: (Two ½ width servers in 10U)
2. CPU-GPU 50U Liquid/Air cooled: (Two ½ width servers supporting 8 GPU in 50U)

Following additional SKU will be made available in due course.

3. CPU-GPU 2U 19" air/liquid Cooled with Built in Power-Supply

The ToT partner may customize the above models on their own, as per market requirement.

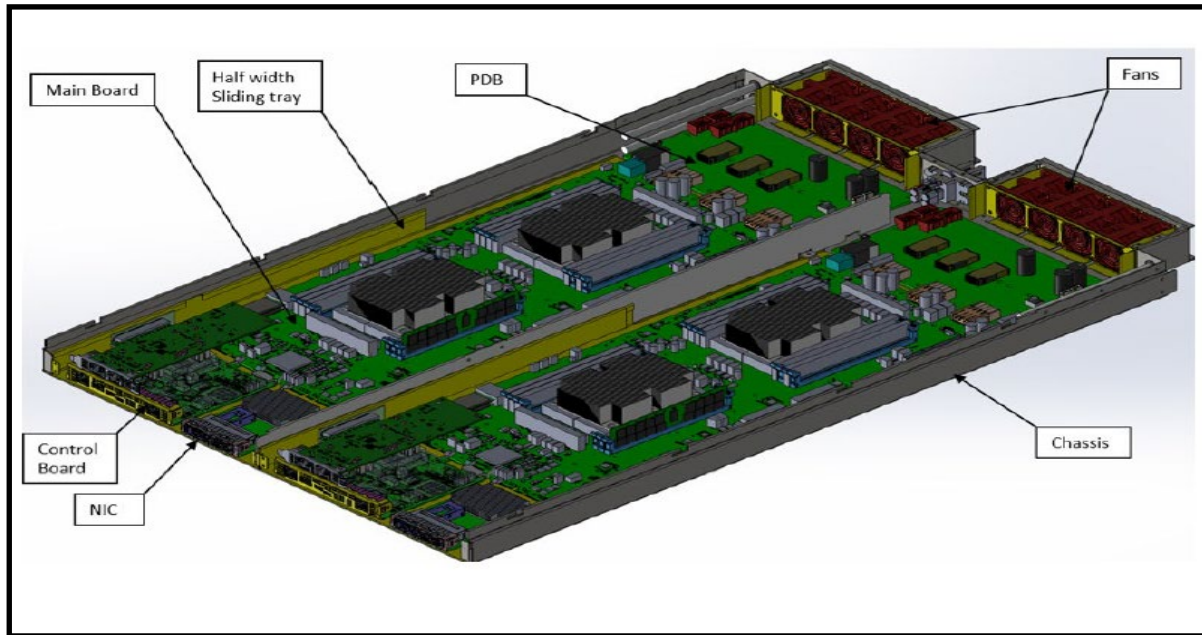
The 10U ½ Width Server Platform assembly includes following PCBAs

1. Baseboard (BB)
2. Control Board (CB)
3. Power Distribution Board (PDB)

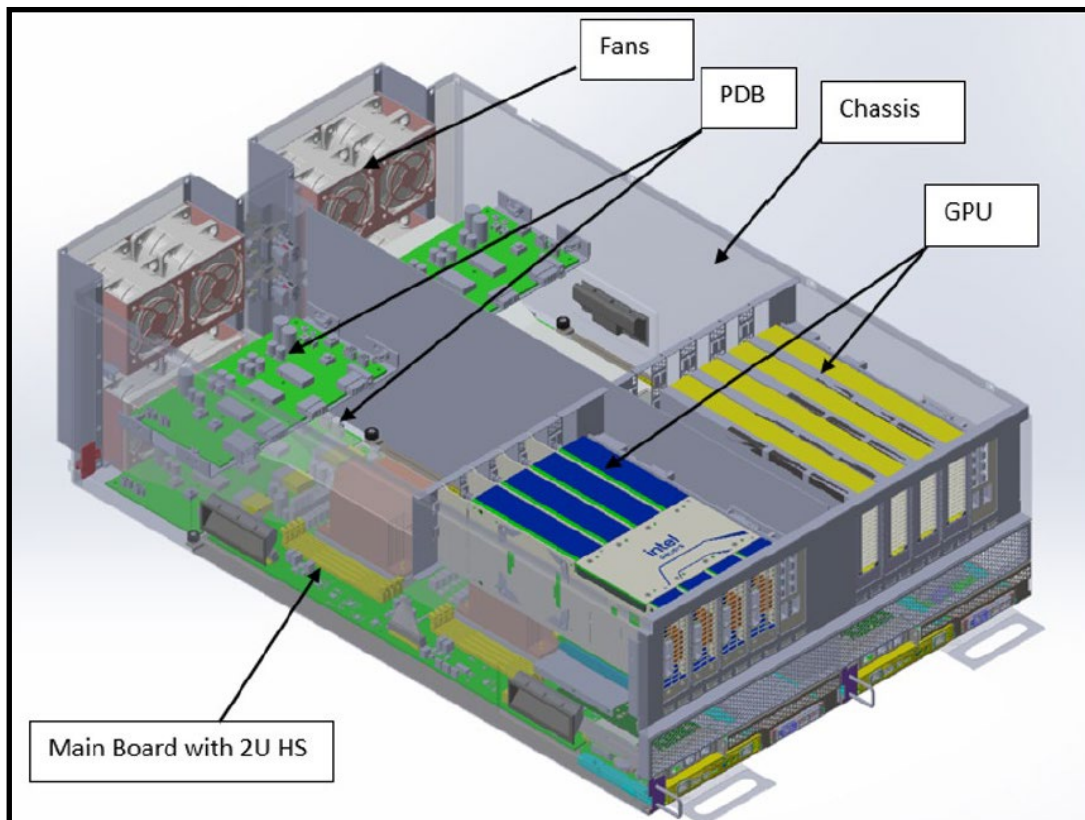
The 50U ½ Width Server Platform assembly includes

1. Baseboard (BB)
2. Control Board (CB)
3. Power Distribution Board (PDB)
4. Riser Card
5. GPU Power Distribution Board (GPDB)
6. 4 GPU cards

Rudra-SPX assembly for 10U: -



Rudra-SPX 50U



2. Brief of Scope of Manufacturing work by the partner:

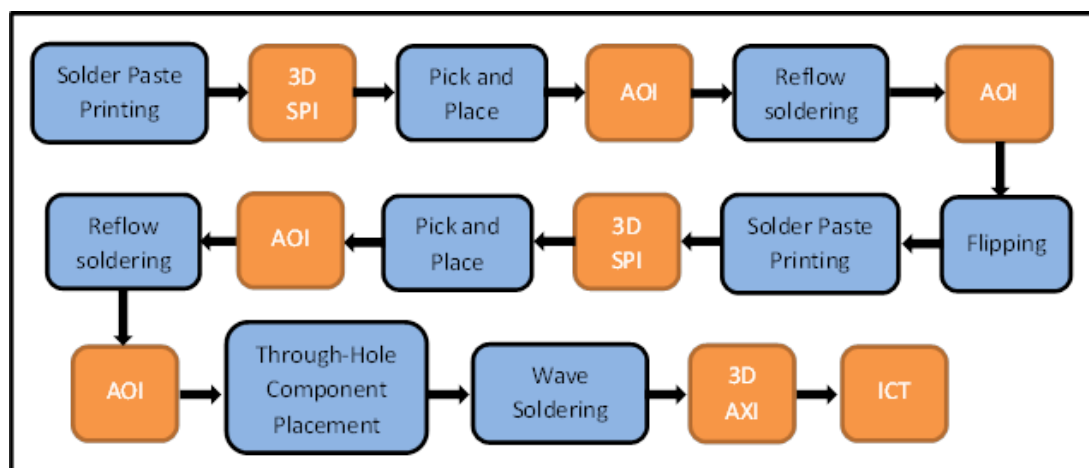
- a. PCBA Manufacturing
- b. Mechanical Chassis Manufacturing including plastic parts

- c. Preparation of Manufacturing and test jigs and tools required
- d. Fan and Cable Assembly
- e. Server Assembly
- f. First Article Inspection report
- g. Server Functional Testing as per the C-DAC provided procedure
- h. Burn-in Test
- i. Traceability requirement
- j. Packaging and supply of tested servers on site
- k. Compliance Certification
- l. Provide RMA support which included Repair or Replacement with fixed turnaround

a. PCBA Manufacturing

C-DAC will provide the Gerber data for all the PCBs to the ToT partner, after which the ToT partner will carry out following jobs for each type of PCB.

- BOM Validation and DFM feedback for design data
- Derating Evaluation of the BoM
- Component procurement
- PCB fabrication
- PCBA Manufacturing



- i. Incoming Material Inspection (IQC) Solder Paste Printing
- ii. Solder Past Inspection (SPI) with 3D SPI Machine
- iii. SMD Component Placement
- iv. Automated Optical Inspection (AOI) with 3D AOI Machine
- v. Reflow Soldering
- vi. Automated Optical Inspection (AOI) with 3D AOI Machine
- vii. Repair

- viii. Through-Hole Component Placement
- ix. Automated 3D X-Ray Inspection: Automated 3D X-Ray Inspection is required to be done for 100% of PCBAs for first batch till consecutive 100 nos of a particular PCBA found to be 100% defect free in the X-RAY inspection. Subsequently 3D XRay inspection is to be done on randomly selected 10% of PCBAs of each type. If any defect found during sampled X-RAY inspection for a batch, full batch is required to be X-Ray inspected and corrective action is to be taken.
- x. After every inspection step, corrective action should be taken if a problem/fault arises
- xi. Design Manufacturing jigs for ICT for all the required PCBAs and PCBA ICT Testing
- xii. IC Programming: VRs, CPLD, system BIOS, Firmware BIOS. Each PCBA needs to be tested with functional or electrical test as required. Minimum Two Test jigs required -One for testing Motherboard and One for associated boards. These test jigs are to be created from initial golden board samples. Test jigs to be created by partner with power cable.
- xiii. Visual Inspection
- xiv. PCBA Cleaning

b. Mechanical Chassis Manufacturing

C-DAC shall provide the Mechanical Enclosure Design data of all two models to the TOT partner. The Mechanical Chassis will be manufactured by the Service partner as per the design and C-DAC provided data.

- i. The Mechanical designs for both the models enclosures will be provided by C-DAC. The required changes if required for fabrication will be done TOT partner.
- ii. The Mechanical Enclosure for the Server Platform should be manufactured using SGCC galvanized steel material.
- iii. The prototype assembly, along with enclosure and Server Platform PCBAs for first 5 will be submitted to C-DAC for Rudra sales approval.
- iv. The mechanical tools and jigs required for manufacturing to be made by Tot Partner.

c. Fan and Cable Assembly

The engineering includes the required fans, Cable assembly and Heat sinks. Some of the heat sinks are to be manufactured; corresponding heat sink design drawings will be shared.

TOT partner will assemble required number of 1OU and 5OU servers as per Server Assembly procedure which will be provided by C-DAC. Processor, Memory, Assembly along with tool requirement shall be as per guidelines given by C-DAC.

d. Server Functional Testing

Once Server Assembly is complete Service partner will carry out Functional test for both the SKUs. Test programs will be provided by C-DAC.

Burn-in Test

Licensee is required to run burn-in test for each server supplied for 24 hrs. without any failure. Failure report should be submitted along with corrective action taken.

C-DAC will provide set of system benchmark tests for evaluating reliability and stability of server. The log report of the burn-in test with successful test run should be provided with each server.

e. Packaging and supply of tested servers on site and RMA support

Packaging should be done adhering to norms for following

- Material for packaging should be ESD safe and RoHS compliant
- The packaging should be Shock proof/resistant
- The package should carry Labels for: Energy safe, WEEE, Recycle, Direction

Packaging should be custom designed for Rudra servers with industry standard materials like

- anti-static bags,
- air-cellular cushioning material
- polyethylene foam
- Card board box (Min 5ply or higher as per requirement)
- Crating

Licensee should prepare, print stickers/labels with brand Identification of Rudra provided by C-DAC. Finalization of packaging and branding should be finalized in consultation with C-DAC.

RMA support also will be provided by the Licensee for 3 Years from the delivery date.

f. Report Submission:

TOT Partner will submit all the report for first 5 RUDRA-SPX servers mentioned below to C-DAC

- Quality check
- Functional test reports
- Any other reports identified while kick-off meeting

g. Compliance Certification

ToT partner will carry out the BIS & FCC for tested Server Platform

h. Other requirements:

The successful bidder shall enter into an NDA with Intel to the effect that the Manufacturing Advantage Services (MAS), guides etc., released to them by Intel is treated as confidential.

3. Deliverables from C-DAC to Successful TOT Partner:

- a. Layer-stack and Substrate material details for all the PCBs in the Server Platform
- b. Bill of Material (BOM) for all the PCBs in the Server Platform
- c. Data sheets for BOM components if required
- d. PCB schematics and Gerber data for all the PCBs in the Server Platform
- e. 10U and 50U Mechanical Design for Enclosures
- f. Step wise Server assembly in the Enclosure and Cable Diagrams
- g. Firmware binaries for BIOS, BMC, CPLDs, Power Controllers. **The royalty fee for BIOS is to be paid to AMI (Approx. USD 10 per server) by the ToT partner per server.**
- h. Testing procedure and test software/firmware for assembled servers
- i. Any other test setup like racks, programming tools, power supply, PCIe cards for testing required for testing of the servers are to be purchased by ToT partner

4. Handholding Support from C-DAC to Successful TOT Partner:

- a. 2 Man-Month of Free ‘Hand Holding Support from C-DAC’ excluding travel and boarding expenses, which will be borne by the TOT Partner)
- b. Additional ‘Hand Holding Support from CDAC’ will be payable at the rate of INR 5 Lakh per Man Month basis which will be borne by the TOT Partner **in addition to actual boarding and lodging charges.**

5. Report to be submitted by successful TOT Partner to C-DAC for authorization of marketing Rudra SPX server.:

a. Yield Targets and Production Reliability Quality Testing

1) Yield Targets:

Yield targets are defined to improve the quality and reliability of the product. It also will lead to reduced pricing in long run. The test stations are defined as SPI, pre SMT AOI, Post SMT AOI, AXI, ICT, TS1, TS2, TS3.

Prototypes servers 5 numbers which will be sent to CDAC with test results of SPI, Pre SMT AOI, Post SMT AOI and AXI. CDAC will assists in testing of these prototypes.

Tests	Pilot Build
SPI	95%
Pre SMT AOI	95%
Post SMT AOI	95%
AXI	100%
ICT	95%
TS1	90%
TS2	90%
TS3	90%
Overall, First Pass Yield	90%

TS1: Basic diagnostics + Short stress testing (tested mother board and other PCBAs individually) (Test on the Zig)

TS2: Basic functional testing at System Level in the final build as per configuration of order.

TS3: Long Burn-in testing (24Hr) at System Level in the final build as per configuration of order.

ToT partner will submit following reports monthly

- (i) Rolling quarterly Market Coverage Plan and
- (ii) Target Market identification
- (iii) Rolling quarterly Sales and Distribution Plan
- (iv) Serial number of Rudra SPX dispatched with invoice copy and OQC (Outgoing Quality Report)
- (v) Warranty Failure and DOA report

(END OF SECTION IV)

SECTION V

Commitment of deployment of Rudra SPX servers in three years by the Bidder

Year	Number of Rudra SPX deployment Target
1st year	
2nd year	
3rd Year	
Total	

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:

SECTION VI

Financial BID TEMPLATE

Sr No	Detail	In % / Rs.	Remarks
1	Royalty Fee in % on the Sales value of each unit of Rudra -SPX Server	4%*	
2	Transfer of Technology License fees for three years	Rs. 1.5 Cr *	
3	GST extra as applicable		

Agreed & Accepted:

Authorized Signatory:

Name and Title of Signatory:

e-mail:

Mobile No:

Seal.

*: The rates are fixed as per Section-II, Sr. Nos. 5.4 & 5.6



ANNEXURE A– COVERING LETTER

Date:

To:

The Centre Head,
Centre for Development of Advanced Computing (C-DAC)
Innovation Park, Panchavati, Pashan Road,
Pune - 411008 Maharashtra, INDIA

Subject: Submission of bid for `ToT for Design, Manufacture, Assembly and Supply of Rudra-SPX Server Systems.

Dear Sir,

We, the undersigned, offer our bid for Technology Transfer of the RUDRA-SPX Server Systems to C-DAC, in response to your **RFP: CDACP/RUDRA SPX-TOT-PARTNER/25-26/449**. We are hereby submitting our proposal for same, which includes technical bid and the Financial Bid on www.eprocure.gov.in

We hereby declare that all the information and statements made in this bid are true and we accept that any misinterpretation contained in it, may lead to our disqualification.

We hereby certify that my/ our firm has not been disqualified and / or blacklisted by any Office/ Department/ Undertaking of the State Government / Central Govt. of India, PSU/ Autonomous Body of Government of India, at the time of submission of this bid.

We agree to abide by all the terms and conditions of the tender document, including corrigenda. We would hold the terms of our bid valid for 120 days as stipulated in the tender document.

We understand you are not bound to accept any Proposal you receive.

The undersigned is authorized to sign this bid document. The authority letter to this effect is enclosed.

Yours sincerely,

Authorized Signatory:
Name and Title of Signatory:
e-mail:
Mobile No:



ANNEXURE B– AUTHORITY LETTER

Date:

To:

The Centre Head,
Centre for Development of Advanced Computing (C-DAC)
Innovation Park, Panchavati, Pashan Road,
Pune - 411008 Maharashtra, INDIA

Subject: Authority Letter

Reference: **RFP: CDACP/RUDRA SPX-TOT-PARTNER/25-26/449**

Dear Sir,

We, M/s _____ (Name of the bidder) having registered office at _____ (address of the bidder) herewith submit our bid against the said tender document.

Mr./Ms. _____ (Name and designation of the signatory), whose signature is appended below, is authorized to sign and submit the bid documents on our behalf against said RFP

Specimen Signature:

The undersigned is authorised to issue such authorisation on behalf of us.

For M/s _____ (Name of the bidder)

Signature and company seal

Name

Designation

Email

Mobile No.

ANNEXURE C- EMD Undertaking

Date:

To,
The Centre Head,
Centre for Development of Advanced Computing,
Pune

Subject: Undertaking as per GFR – 2017, Rule 170(iii)

Dear Sir,

We, the undersigned, offer our bid for Technology Transfer of the RUDRA-SPX Server Systems, in response to your tender no. **CDACP/RUDRA SPX-TOT-PARTNER/25-26/449**, we are hereby submitting our proposal for same, which includes all the requisite documents. As a part of RFP requirement, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

1. Our bid shall remain valid for 120-days from the date of submission and that we will not withdraw or modify our bid during the validity period,
2. In case, we are declared as successful bidder, we will submit the acceptance in writing within 7 days of placement of contract letter on us.
3. In case of failure on our part to comply with any of the above said requirements, we are aware that we shall be declared as un-eligible for said tender and /or debarred from any future bidding process of C-DAC/ MeitY for a period of minimum one year.
4. The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:
Name and Title of Signatory:
email id:
Mobile No:

ANNEXURE – D Non-Disclosure-Agreement (NDA)

(To be signed and submitted by Bidders)

This Non-Disclosure Agreement is made and executed on

, at .

By and Between

CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING, a Scientific Society of Ministry of Electronics and Information Technology, Government of India, registered under the Societies Registration Act 1860 and the Bombay Public Trusts Act 1950 and having its registered Office at Innovation Park, Panchavati, Pashan, Pune 411 008, hereinafter referred as “C-DAC” (which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors and assigns)....PARTY OF THE FIRST PART

AND

, a Company/ Partnership Firm/ a Society, Registered under , having its Registered Office at

hereinafter referred to as the “ _ ” (which expression, shall unless repugnant to the context or meaning thereof shall mean and include his administrators and assigns)PARTY OF THE SECOND PART

Hereinafter collectively referred as “Parties”, and individually as the “Party” as the case may be.

WHEREAS:

A. C-DAC has after being set up as India’s national initiative for the development of indigenous super computing technology, diversified into other advanced areas of information technology, more particularly in multilingual computing technology, network security, Geomatics, Artificial Intelligence, Data Warehousing, Data Mining, Real Times System and has offered software solutions for sector of health, power, telecom, financial services e- governance for various government agencies and organizations.

B. “.....” is engaged in

Parties are in discussion whereby disclosing Party C-DAC, would be sharing Confidential Information with the receiving Party, EMS partner, with respect to possible business transaction “Manufacturing of Rudra server” & allied activities, as stipulated in **RFP: CDACP/RUDRA SPX-TOT-PARTNER/25-26/449**

NOW THEREFORE, in consideration of the mutual understandings and obligations set forth herein, the Parties agree as follows:

1. The Receiving Party acknowledges and confirms the confidential and sensitive nature of all information, data, documents and material relating to the purpose and objectives of the Proposed Activity and/or of the assets and operations of Disclosing Party’s and/or its affiliates’ businesses, undertakings and establishments: (i) that may be disclosed or made available to the Receiving Party by Disclosing Party or its directors, officers, employees, representatives, advisors, consultants; (ii) the Receiving Party may gain or gather from any

source identified by the Disclosing Party during the course of the Permitted Activity; (all the information referred to above is hereinafter referred to as the “Confidential Information”).

2. Without limiting the generality of the foregoing, Confidential Information (whether made available in written, verbal, machine recognizable, graphic, sample or electronic form) is understood to include without limitation, non-public commercial, technical or financial information, trade secrets, know-how, patent and ancillary information and other proprietary information, content, audios, videos, audio-visual content (including any conversions, transcodes, etc.), files, articles, literature, writings, documents, manuals, images, illustrations, drawings, photographs, sketches, models, design or performance specifications, analysis, compilations, studies, research, reviews, investigations, notes, business plans, business and accounting practices and records, business methods, market research, database, business tools, customer/client lists and data, enabling software, applications, source codes, object codes, websites, domain names, business processes, computer programs, processes, procedures, presentations, discussions, dialogues, scripts, creatives, media (planning and buying) plans, rates, ideas, concepts, raw and final content, design, technology, marketing, commercial knowledge, personnel/employee information, third party confidential information, information communicated or obtained through discussion, documents, negotiation and/or meeting between the Parties, any information or materials to which it gains access, directly and/or indirectly regardless of the form, format, mode or media.

3. Provided, however, that Confidential Information shall not include information which: (i) is, or becomes, publicly known, otherwise than through a wrongful act of the Receiving Party or its representatives; (ii) is in the possession of the Receiving Party prior to receipt from Disclosing Party or its representatives without an obligation of confidentiality; (iii) is independently developed by the Receiving Party, provided that it was not derived from the Confidential Information; (iv) is approved in writing by Disclosing Party for disclosure; v) is received by the Receiving party from a source not bound to the Disclosing Party or any of its affiliate by obligations of confidentiality.

4. The Receiving Party shall not disclose the Confidential Information to any other person save and except with the express consent in writing given by Disclosing Party except that the Receiving Party might share the Confidential Information to its employees/ third parties third parties providing support only for the Proposed Activity on a need to know basis. The Receiving Party, however, may disclose such part of the Confidential Information where:

(i) such disclosure is in response to a valid order of a court or any other governmental body having jurisdiction over this Agreement provided that the Receiving Party has given prior written notice to Disclosing Party forthwith it came to learn about such order

or

(ii) such disclosure is otherwise required by law, provided that the Receiving Party has given prior written notice to Disclosing Party, forthwith after it came to learn about such disclosure requirement or the demand for such disclosure and made all reasonable efforts to protect the Confidential Information in connection with such disclosure.

5. The Receiving Party shall with reference to the Confidential Information take all actions as may be necessary to:

- (i) maintain the confidentiality thereof;
- (ii) limit its use of such Confidential Information solely for the purpose of the Proposed Activity;
- (iii) avoid disclosure even to any of its employees that are not associated with the Proposed Activity except as stated in this agreement;
- (iv) avoid any dissemination or publication by any of its employees/representatives associated with the Proposed Activity; and
- (v) safeguard the Confidential Information from being accessed, modified and/or exploited in any manner by any unauthorized person
- (vi) if the Proposed Activity consists of creation of any product using the Confidential Information which is to be shared with any other person, then such product shall be shared only after prior written approval of the Disclosing Party. Such actions shall include but not be limited to maintaining appropriate non-disclosure undertakings from its employees, third party service provider/vendor providing support directly or indirectly engaged in the Proposed Activity.

6. Receiving Party may use Disclosing Party's Confidential Information in combination with other data for statistical or analytical purposes provided that such Confidential Information shall not be shared with any third party without prior written consent of the Disclosing Party.

7. In no event the Disclosing Party shall be liable to other parties for consequential, special, incidental or punitive loss, damage or expense (including without limitation, lost profits, opportunity costs, etc.) even if the Party has been advised of their possible existence, if the loss, damage or expenses etc. is without mens rea and beyond reasonable control.

8. No license from either Party hereto is hereby granted or implied, by estoppels or otherwise, under any trademarks, copyrights, patents (existing or future) or for any use of Confidential Information except such use which is expressly contemplated by this Agreement.

9. Each Disclosure warrants that it has right to disclose the Confidential Information.

10. Nothing in this Agreement is intended to grant any rights to either party under any patents, copyrights, trademarks and designs of either Party nor shall this Agreement grant Receiving Party any right in or to the Confidential Information except as expressly set forth herein. No license grant or intellectual property rights are provided under this Agreement and all intellectual property rights are owned by the Disclosing Party.

11. The Receiving Party and its representatives acknowledge that neither Disclosing Party nor any of its representatives make any express or implied representation or warranty as to the accuracy or completeness of the information supplied. In addition, neither Disclosing Party nor any of its representatives shall have any liability to the Receiving Party or any other person in connection with the use of the information.

12. The Receiving Party hereby agrees to indemnify and hold harmless Disclosing Party, its parent, affiliates, subsidiaries, associates and group entities and their respective directors,

officers, employees and representatives from and against any direct damage, loss, cost or liability (including all expenses and costs of enforcing rights under the Agreement) arising out of or resulting from:

- (i) any use or disclosure by the Receiving Party of Confidential Information in violation of the Agreement;
- (ii) any leakage of the Confidential Information at the end of the Receiving Party or its employees and/or its representatives; and/or
- (iii) breach or violation of any of the other covenants herein.

13. The Receiving Party will, within reasonable time upon the receipt of written request from the Disclosing Party, deliver to Disclosing Party, the documents comprising the Confidential Information or any part thereof and will destroy any copies, notes, or extracts thereof, retaining only one copy for archival purpose thereof, except that any portion of the Confidential Information that consists of analysis and any written Confidential Information not requested for destruction and return, shall be retained and kept by the Receiving Party subject to the terms of this Agreement, or upon Disclosing Party's written request be destroyed.

14. The obligation to maintain confidentiality of Disclosing Party's Confidential Information shall survive the termination of this Agreement for a period of 4-years. The agreements, obligations, warranties and undertakings on the Receiving Party's part set out in this Agreement will continue in full force for a period of 4years from the Execution Date of this Agreement. Even after the expiry of validity of this agreement, the receiving party will not reveal any of the information received under this agreement.

15. The provisions of this Agreement are necessary for the protection of the business and goodwill of Disclosing Party and are considered by the Receiving Party to be reasonable for such purpose. The Receiving Party hereby acknowledges that breach of this Agreement, unauthorized disclosure or use of Confidential Information will cause irreparable harm, significant injury and substantial damages to Disclosing Party that may be difficult to ascertain. Accordingly, the Receiving Party agrees that in addition to other remedies that may be available to Disclosing Party under law and/or in equity and/or under this Agreement, Disclosing Party shall have the right to seek and obtain immediate injunctive relief to enforce an obligation under this Agreement.

16. The Receiving Party hereby represents warrants and undertakes that in performing its obligations or exercising its rights etc. under this Agreement, the Receiving Party and its employees shall abide with all applicable laws.

17. This Agreement shall be governed by the laws of India. Any dispute, difference or claim related to or arising under, out of or in connection with this Agreement shall be first place, in good faith, resolved amicably.

18. If the dispute is not resolved within 30 days after such dispute arises, the dispute shall be referred to Arbitration as per provisions of Arbitration and Conciliation Act, 1996 including any rules, amendments, revisions or ordinances issued there under. The Arbitration proceeding shall be in English language and venue of the Arbitration shall be Pune. The decision of the Arbitrator shall be final and binding on both the parties. The

courts in Pune shall be exclusive to decide on issues/disputes, if the same is beyond the ambit of Arbitration.

19. The obligations and duties imposed by this Agreement regarding Confidential Information may be enforced by the Discloser of such confidential information against any and all recipients of such Confidential Information. The receiving Party is liable and responsible for breach of the terms of this Agreement by any of its Affiliates, employees and representatives.

20. In case of merger, acquisition, closure etc. the new entity coming into existence will equally be bound over by the terms and conditions of this agreement.

In witness thereof this Non-Disclosure Agreement is signed, sealed and delivered under the hands of the authorized representatives of both the parties hereto on the date first written herein above.

For and on behalf of C-DAC,

For and on behalf of Bidder,
M/s.....

Authorized Signatory Authorized Signatory

Name

ANNEXURE E – DOCUMENTS LIST / INDEX

Sr. No	Description	Page No (s)
1	Scan of RFP Document fees – Rs. 1000/- details (DD/UTR Bank details etc). (non-refundable/non-exempted).	
2	Covering Letter as per format given in Annexure - A	
3	Authority Letter as per format given in Annexure - B	
4	Undertaking towards EMD, as per format given in Annexure – C.	
5	Copies of documents in support of technical parameters w.r.t. QCS	
6	Commitment of deployment as per Section – V	
7	Any other documents as required as requirement of this tender document	

Annexure F

LICENSE AGREEMENT ON TRANSFER OF TECHNOLOGY

LICENSE AGREEMENT ON TRANSFER OF TECHNOLOGY

THIS LICENSE AGREEMENT is made and executed on this day

of(Month) Two thousand and Twenty-Five (hereinafter known as **EFFECTIVE DATE**)
at

Between

Centre for Development of Advanced Computing, a Scientific Society of Department of Electronics and Information Technology, the Ministry of Communications and Information Technology, Government of India, registered under the Societies Registration Act of 1860, having its registered office at Pune University campus, Ganeshkhind, Pune and having one of its constituent unit at (herein after referred to as "**Licensor**", which expression shall, unless it be repugnant to or inconsistent with subject or context thereof, include and be deemed to include its executors, successors or administrators and permitted assigns) on the ONE PART

AND

.....aregistered under with its registered office located at (hereinafter referred to as "**Licensee**", which expression shall, unless it be repugnant to or inconsistent with subject or context thereof, include and be deemed to include its executors, successors or administrators and permitted assigns) on the OTHER PART.

Hereinafter Licensor and Licensee are collectively referred to as the "Parties" or individually as the "Party". None of the parties hereto shall be construed as an agent or representative of the other party.

WHEREAS Licensor have developed a KNOW-HOW pertaining to (Rudra-SPX server) having features listed in (Annexure-I) through NSM project sponsored and financed by (MEITY). and the said (Annexure-I) shall be treated as part and parcel of this agreement

AND WHEREAS the **Licensee** has carefully examined the said KNOW-HOW developed by **Licensor** and is interested in utilizing the same for its business purpose;

AND WHEREAS the **Licensee** has agreed to the condition that the **Licensor** would take no responsibility whatsoever regarding the productionisability, commercialisability of the said KNOW-HOW;

AND WHEREAS **Licensor** on the request of the **Licensee** has agreed to grant to the **Licensee** such license to use the said KNOW-HOW to manufacture and sell and/or use articles made in accordance with the said KNOW-HOW on the terms and conditions hereinafter contained:

1. INTERPRETATION

Subject to the context hereof, the following words and expressions shall be construed and interpreted, so as to have the following meanings;

"**ARTICLE**" shall mean the substance or product produced, made or manufactured by use, exercise and/or practice of the KNOW-HOW.

"**PROCESSES**" shall mean method or manner of manufacture or production or testing of the ARTICLE by use, exercise and practice of the developments or modifications thereof.

"**KNOW-HOW**" shall mean the technology, the technical knowledge, the processes, the information and data pertaining to the technology (described in (Annexure I) developed by the Licensor and under consideration for this agreement. KNOW-HOW shall include the right to use/manufacture/procure IC besides other artifacts.

"**IMPROVEMENTS**" shall mean all refinements, developments, and alterations of the KNOW-HOW or in the KNOW-HOW.

"**PLANT**" shall mean a factory, facility, works or premises set up or used within the geographical bounds of the republic of India for any of the purposes of this license.

2. GRANT OF LICENSE

In consideration of the payments to be made in the forms of License Fee and Royalty as provided in this agreement and performance of the covenants herein contained, the Licensor hereby grants to the Licensee, this license and it shall comprise the right to manufacture the said KNOW-HOW (product name) at the Licensee's Plant and to sell and/or use the articles manufactured in accordance with the said KNOW-HOW. The Licensor hereby grants this license on a non-exclusive basis, covering the locations in India only and reserves the right to grant similar licenses in respect of the said KNOW-HOW to any other person at its sole discretion. The Licensee shall have no right to interfere in the same and shall respect the rights of the Licensor in this regard.

2.1 LICENSE FEE

In consideration of the grant of license to use the said KNOW-HOW, the Licensee shall pay a one-time License fee of Rupees One Core plus the applicable taxes for use of proprietary hardware/software developed by CDAC, as mentioned in this agreement. Terms and Conditions for all payments including the license fee by Licensee is listed in Section 5 of this agreement.

2.2 ROYALTY

In addition to the license fee, Licensee shall pay a royalty to Licensor at the agreed rate of the Sale Value of the Server plus applicable taxes as per terms and conditions for all payments including the Royalty fee by Licensee is listed in Section 5 of this agreement.

3. DURATION OF LICENSE

This license shall come into force on the EFFECTIVE DATE and subject to covenants and conditions herein contained, shall remain in force for a period of three years from the EFFECTIVE DATE, unless terminated earlier according to the provisions contained herein.

Upon the expiration of the license, the two parties shall evaluate and renew the license on a mutually agreed terms and conditions in writing and signed by the parties. In case the license cannot be renewed, the Licensee shall stop manufacturing and selling the said KNOW-HOW immediately.

All obligations of the Parties shall be applicable for the duration of the license. All rights, intellectual property, processes, KNOW-HOW, improvements etc. obtained by the Licensee by virtue of this agreement shall stand withdrawn and the Licensee shall stop using any such rights / knowledge acquired immediately upon the expiration / termination of this agreement. Licensee shall undertake to return all documents, records, artifacts acquired or generated by virtue of this agreement immediately upon the expiration/termination of this agreement.

4. REPRESENTATIONS AND UNDERTAKINGS

The covenants/Representation/Undertaking contained in shall survive the termination or the expiry of this license.

The Licensee undertakes the following.

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- 4.1 That during the continuance of the License and otherwise it will observe and perform the covenants and conditions of this License diligently and faithfully and to the satisfaction of the Licensor.
 - 4.2 That it will employ its best endeavor to work upon the said know how, and manufacture and sell the articles on a commercial scale within licensed territory at prices fixed by the Licensee
 - 4.3 That it shall fulfil and comply with all procedural, legal, operational requirements for the commercial implementation of the License.
 - 4.4 That it shall report progress every three months to the Licensor, as to the number of articles made and sold as a part of utilization of said know-how.
 - 4.5 That it shall take the prior written permission of the Licensor for introduction of any modifications/improvements, which the Licensee may consider essential while in the process of commercial production of the article covered under this agreement.
 - 4.6 That it shall, at all reasonable times, produce the books of accounts so maintained and all other relevant books of accounts, vouchers, documents, receipts and connected papers, if any, to the Licensor, its attorneys or duly authorized agent(s) and will permit the Licensor, its attorneys or duly authorized agent(s) to inspect the same, take copies of extracts there from and the Licensee shall give full information as may be required by the Licensor for determination of the amount of royalties payable hereunder as aforesaid.
 - 4.7 That it shall permit the Licensor, its attorneys or duly authorized agent(s), at all convenient times to enter into any premises of the Licensee where any articles manufactured as aforesaid may be stored or manufactured or sold under this license for the purpose of inspecting the same and the manner of manufacture thereof and generally to ascertain that the provisions of this license are being complied with.
 - 4.8 That it shall, before the first day of April every year, deliver to the Licensor, its attorneys or duly authorized agent(s), a true and complete statement of the articles manufactured, stored and marketed or used for its own purposes during the period one year before the date. All such statements shall be duly certified by the auditor of the Licensee.
 - 4.9 That it shall notify to the Licensor the change in address, if any, of its Registered Office / Plant within 15 days of such change and shall also notify the changes in the constitution of the Licensee within the aforesaid stipulated period.

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- 4.10 That it shall not manufacture the said Know-How outside the plant without the prior written consent of the Licensor.
- 4.11 That it shall not, at any time, disclose the said Know-How to any third party or person, without prior written consent of the Licensor and shall take all precautions against any such disclosure.
- 4.12 That it shall not assign, transfer, encumber, mortgage, charge of sub-license or part with possession of the said Know-How, wholly or partially, without the prior written consent of the Licensor.
- 4.13 That it shall not, at any time, deny or dispute the legality, validity or enforceability of the terms and conditions of this license or any of its obligations.
- 4.14 That it shall not, at any time, claim any independent, exclusive or any other right to the said Know-How.
- 4.15 That it shall affix in a conspicuous manner upon every product, box, packet and leaflets, brochures pertaining to the said articles or articles manufactured under this license, a label or plate bearing the inscription "RUDRA A C-DAC Technology" in an approved graphical/visual reproduction by the Licensor. Any such label or plate will be manufactured/supplied by the Licensee at its own cost and the Licensee shall not sell or use any articles, boxes or packets intended to carry the articles without such labels being affixed thereon. Every advertisement in respect of the articles so manufactured shall include the same inscription as aforesaid at some conspicuous place.
- 4.16 That it shall not, in its own name or in the name of any third party, file any patent application for the grant of patent of the Know-How or derivatives thereupon without prior written permission of the Licensor. The Licensee shall also not oppose at any time any patent application made by the Licensor either jointly or individually.
- 4.17 That it shall not, directly or indirectly and either by himself or by his agent(s), use the said Know-How in a manner other than in accordance with this agreement.
- 4.18 That it shall not use and practice the said Know-How outside the plant without the prior written consent of the Licensor.
- 4.19 That it shall not use or practice the said Know-How and the modules/sub-systems as manufactured under this agreement for applications without the prior written permission of the Licensor.

4.20 That it shall not claim any exemption from or reduction in the payment of royalty on the plea of having used its own intellectual property or its own/other processes or improvement thereupon. The Licensee shall be liable for the payment of the royalties for all the articles manufactured by them and covered by this agreement irrespective of any plea whether the same have been manufactured by the said invention or otherwise.

The Licensor undertakes the following.

4.21 That it shall disclose to the Licensee in a documented form any improvements, developments or modifications as made by the Licensor to the Know-How or the article, for the benefit of the Licensee, as an integral part of the Know-How, for a period of the license validity.

4.22 That it shall, at the request of the Licensee train or arrange to be trained at the premises of Licensor, or any other location mutually acceptable, the representatives and/or the authorized employees of the Licensee — a maximum of 10 members at a time, possessing the requisite qualification and experience as stipulated by the Licensor. The Licensor undertakes to impart this training as and when requested by the Licensee upon additional payment mutually agreed upon between the Licensor and the Licensee. Such payments shall include the training costs, the costs for travel of the trainers, the costs for boarding and lodging of the trainers, the costs for reproduction of training material etc. The Licensor also undertakes to impart such training free of the training cost for the first time up to five working days.

4.23 That it may, at the request of the Licensee, provide any other technical assistance as deemed beneficial for this agreement and to promote the cause of the said Know-How, to the Licensee on terms and conditions stipulated in Section II of Tender.

4.24 That it shall give the Licensee the rights to manufacture the articles in accordance with the said Know-How and the rights to retain the benefits of all technical information and experience acquired by it in accordance to this agreement.

4.25 That it hereby authorizes and empowers the Licensee to institute and prosecute such suits or proceedings as the Licensee may deem expedient, to protect the rights hereby conferred and for the recoveries of damages and penalties for the infringement of such rights and to secure to the Licensee full benefits of this license.

5. PAYMENT OBLIGATION

In consideration of the license hereby granted, the Licensee shall pay the license fee and royalties as per this agreement under the following terms and conditions.

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- 5.1 All payments shall be made by the Licensee to the Licensor by demand draft in the name of the Licensor drawn upon a nationalized bank payable at Pune or by online payment method.
 - 5.2 The License fee shall be payable in two instalments as mentioned in Section II of Tender
 - 5.3 The first instalment shall be payable at the time of signing of this agreement, after which the Licensor will transfer of documentation
 - 5.4 The second instalment shall be payable by the Licensee before starting the marketing of the Article.
 - 5.5 The royalty as defined in this agreement shall be paid after end of every quarter on the sales of the article in previous three months.
 - 5.6 Interest @ 1.50% per calendar month or part therefore shall be payable by the Licensee to Licensor on all overdue amounts (including any interest in arrear) from the due dates of payments till realization / recovery of such amounts by the Licensor, provided that interest on interest in arrear shall not be charged until the expiry of the period fixed by the Licensor.
 - 5.7 All payments made to Licensor by Licensee shall be non-refundable including but not limited to at the time of termination of the agreement.
 - 5.8 In case of dishonouring of cheque /demand draft or any other instrument of payment by bank when presented by Licensor to bank upon receipt from the Licensee, the Licensee shall be liable to bear and pay all charges levied by the bank and interest arising out of delay in realizing such payments.
 - 5.9 Unless specified otherwise, all payments exclude the statutory payments such as levies, taxes, duties etc., which shall be payable additionally by the Licensee.

6. TERMINATION

6.1 Rights to terminate

The Licensor, without prejudice to its other rights and remedies, shall have rights to terminate the license agreement by one-month notice in writing to the Licensee under the following conditions.

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- 6.1.1 If the Licensee fails to take the documentation within one month of notification calling for the Licensee to collect the same from Licensor.
- 6.1.2 If the Licensee fails to manufacture the article according to the said KNOW-HOW within a period of 12 months from the EFFECTIVE DATE of this agreement. In the event, the Licensee being unable to set-up production within stipulated period, viz. 12 months, due to unavoidable circumstances and causes beyond its control, the Licensee shall make a request in writing for extension of this period before the expiry explaining the details thereof. While this request will be examined and considered by the Licensor, the decision of the Licensor in this regard shall be final and binding on the Licensee.
- 6.1.3 If the Licensee suspends or discontinues manufacture according to the said know-how for a period exceeding three months, provided such suspension or discontinuance is not due to recognized Force Majeure and causes beyond the control of the Licensee. The licensee may make a request to Licensor in writing for further extension of this period explaining the justifications therefore. Such a request if made three months after discontinuing the productions shall not be honored by the Licensor. While this request will be considered by the Licensor, the decision of the Licensor in this regard shall be final and binding on the Licensee.
- 6.1.4 If the Licensee transfers its business, or takes any partner in its said business relating to manufacture of articles covered under the agreement or if the business of the Licensee changes hands or if the Licensee is adjudged insolvent or have a receiving order or other order under an Insolvency Act made against the Licensee or if the Licensee enters into any arrangement or composition with its creditors.
- 6.1.5 If the Licensee violates any conditions of this agreement.
- 6.1.6 If the Licensee violates any law of the land and is charged under criminal law of the country. In such a condition, the Licensor shall have the right to terminate the agreement forthwith.

Parties, without prejudice to its other rights and remedies, shall have rights to terminate the license agreement by three-month notice in writing to the other.

6.2 **Effect of Termination**

Upon termination of this agreement, for whatever cause, the Licensee or its assignees shall not manufacture the articles covered under this agreement.

Licensee shall not utilize the KNOW-HOW, processes, improvements, articles or any intellectual property of the Licensor or any trade secrets of the Licensor to manufacture the article and the Licensee shall immediately return with the Licensor the original and all copies of documentation, processes, know-how, improvements,

articles or any other intellectual property of the Licensor or any trade secret of the Licensor.

Licensee shall immediately pay to Licensor all payments pending or due under this agreement.

7. INTELLECTUAL PROPERTY RIGHTS (IPR)

The processes, know-how, improvements, any trade secret of the Licensor shall be the intellectual property of the Licensor and the IPR in/of such intellectual property shall remain owned by Licensor exclusively. Licensee shall not have any rights on the intellectual property of the Licensor.

Licensee shall not have any right on the improvements/ changes/ alterations/ innovations made by them under this agreement. The same shall remain with the Licensor exclusively.

8. NON-LIABILITY

Licensor shall not be responsible and/or liable for any manufacturing defects and for any damages arising out of the manufacture, sale, supply and usage of the articles manufactured by Licensee under this agreement, to Licensee or/and its customers.

9. CONFIDENTIALITY

Licensee agrees to maintain strict confidentiality in all the inputs received from Licensor as per this agreement. Licensee undertakes this responsibility to not disclose such input to any other organization or to any other third person. Licensee assures and confirms that it shall obtain necessary undertakings from their employees'/customers/contractors of maintaining confidentiality during and after the currency of this agreement. This confidentiality obligation shall survive expiry or termination of this agreement.

10. LIMITATION OF WARRANTIES AND LIABILITY

10.1 Licensee warrants that it has right to enter in to this Agreement and authority to perform all obligations herein undertaken.

10.2 Licensee warrants that any data, information and materials furnished by Licensee to Licensor do not infringe any rights of any other third party.

10.3 Licensor disclaims any and all promises, representations and warranties except as expressly set forth in this Agreement.

10.4 Notwithstanding anything contained herein, the Licensor shall not be liable to the Licensee, its customers or any other person for any direct or indirect, incidental or non-incidental, special, exemplary or consequential damages, or any claims or demands brought against Licensee, even if Licensor has been advised of the possibility

of such damages, including without limitation, any costs, expenses or liabilities incurred as a result of lost income including but not limited to profits, opportunities, business, revenues etc.

11. INDEMNITY

Licensee shall keep the Licensor, its affiliates, shareholders, officers, directors, employees, agents, representatives and customers indemnified and harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to attorneys' fees) arising out of any claim, suit, action, proceeding etc., for any act(s) and omissions of such party under any proposal(s) to Prospective client(s) or any resulting contract(s) therefrom or any incidental matter or in any way arising therefrom.

12. ADVERTISEMENT AND PUBLICITY

Unless specified in this agreement, the Licensee shall not use, display, print, circulate and distribute brochures, leaflets, letterheads, visiting cards, or any other print/distribution material etc. physical or electronic, mentioning logos, trade names / marks, product names, association etc. of the Licensor without the written permission of the Licensor and as per the provisions of this agreement. No publicity of any kind except required by law, statute or government will be made of this agreement by the Licensee without prior written permission of the Licensor.

13. WAIVER

Any indulgence shown by the Licensor to the Licensee in any manner shall not constitute waiver of its rights and remedies against the Licensee. The waiver, if any, by the Licensor, of any right of Licensor or any breach by the Licensee of any term, the condition or obligation of this license shall not in any event be construed as a waiver of any subsequent rights or remedy or breach as the case may be.

14. NON-ASSIGNMENT

Neither Party shall assign or otherwise transfer this agreement or any part thereof without the other Party's written consent thereupon.

15. NOTICES

All notices required to be served on the Licensee under the terms of this license shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to the Licensee at his last known address of business or the address given in this agreement. Similarly, any notice to be given to the Licensor shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to the Licensor at its address given in this agreement.

16. AMENDMENT

This agreement shall be the sole repository of the terms agreed to between the parties and no amendment thereof shall take effect and be binding unless such amendment is recorded in writing and signori by the representatives of both the parties.

17. NON-SOLICITATION

Licensee shall ensure that during the subsistence and one year thereafter of this Agreement, they will not solicit each other's clients/customers and employees.

18. SEVERABILITY

If any part of this Agreement is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable, then such part will be severed from the remainder of this agreement which will continue to be valid and enforceable to the fullest extent permitted by any law.

19. FORCE MAJEURE

Neither party shall be liable to the other for any delay or failure on their part in performing any of their obligations under this agreement, resulting from any cause beyond their control including, but not limited to strikes/lock-outs, fires, floods, earthquakes, explosions, riots, acts of God, acts of Governments, war, enemy action or political changes etc.

20. ARBITRATION

In the event of a dispute or a difference of any nature whatsoever between the parties during the course of performance of respective obligations arising out of this Agreement, the parties agree to refer the matter to their respective Heads of the organization to resolve the disputes keeping in view the best interest of the Parties and with the spirit of performance of this Agreement. If the matter still remains unresolved, dispute shall be referred to the sole arbitrator appointed by the Licensor. Arbitration proceedings shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and Rules made there under, or any legislative amendment or modification made thereto. The venue of arbitration shall be location.

21. JURISDICTION

The Parties to this Agreement hereby declare that the Courts in Pune alone are competent to deal with disputes, if any, arising out of this Agreement.

22. COMMUNICATION

Each Party shall nominate its representative who shall be the single point of contact on behalf of the party. Each party is free to change or reappoint such representative with a notice to the other party.

Any notice, request, demand, approval, consent or other communication shall be in writing and given by personal delivery or sent by registered post or by fax/email addressed to such representative of the party as hereinunder.

Licensor	Licensee
<<Name of the Person>>	<<Name of the Person>>
<<Designation>>	<<Designation>>
<<Address>>	<<Address>>
<<Email Id and Phone No.>>	<<Email Id and Phone No.>>

23. ENTIRE AGREEMENT

Each party acknowledges that it has read this agreement, understood it, and agreed to be bound by its terms and conditions and further agrees that this is the complete and exclusive statement of the agreement between the parties and this supersedes any previous agreement, written or otherwise, in regard to the know-how.

24. HEADINGS

Headings of sections in this agreement are inserted only for convenience and are not to be used to define limit or construe the scope of any term or provision of this agreement.

25. SEAL OF PARTIES

In witness whereof, the duly authorized representatives of the parties have signed this agreement at the place and on the day written herein under.

For and on behalf of Licensor

For and on behalf of Licensee

Name:

Name:

Designation:

Designation:

Date:

Date:

In Presence of

In Presence of

Annexure -I

(Features and Specifications of Technology /Product)

Schedule -I: Rudra SPX Server

Payment of 2nd Instalment of the license fee will be due at after EFFECTIVE DATE.

(END OF DOCUMENT)