

Request for Expression of Interest
For Empanelment of Agencies for Collaboration in Advanced and
Emerging ICT&E Technologies

Invited by



Centre for Development of Advanced Computing (C-DAC)

A Scientific Society under the Ministry of Electronics & Information Technology (MeitY), Government of India

Noida Centre
Anusandhan Bhawan,
C-56/1, Sector-62,
Noida - 201307
Uttar Pradesh, India
Tel: +91-120-2210800
Website: www.cdac.in

EoI No.: CDACN/EoI/23/Agencies dated 31.01.2024

Last date for submission of proposals: **21.02.2024**

The EoI document may be downloaded from

<https://eprocure.gov.in>

www.cdac.in



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ACTIVITY SCHEDULE

Sr. No.	EoI No. & Date of Release	CDACN/EoI/23/Agencies Dated 31.01.2024
1	Last Date of Sending Queries	11.02.2024 @ 1700 HRS
2	e-mail for Sending queries	headpurchase-noida@cdac.in
3	Date of Pre-submission Meeting	12.02.2024 @ 11.00 AM (Virtual Mode) Meeting link will be shared through release of Corrigendum.
4	Last Date of Submission of Proposals	21.02.2024 @ 15.00 HRS
5	Date of Opening of Proposals	22.02.2024 @ 15.00 HRS
6	Place of Opening of Proposals	Centre for Development of Advanced Computing (C-DAC), C-56/1, Anusandhan Bhawan, Institutional Area, Sector 62, Noida, Uttar Pradesh 201307
7	Date of Technical Presentation	Will be informed later
8	Document processing fee	EoI processing fees shall be ₹1180 Non-refundable. The payment should be effected by NEFT/IMPS transaction only
9	Earnest Money Deposit (EMD)	Bid Security Declaration Format – Annexure E
10	Bank Details for depositing Document fee	Bank account details Account Name: C-DAC Noida Account Number: 171901000007860 Bank Name & Branch: Indian Overseas Branch Sector -58 Noida IFSC Code – IOBA0001719

SECTION I: INVITATION FOR Expression of Interest (EoI)

1.Disclaimer

Centre for Development of Advanced Computing (C-DAC), Noida (herein after called C-DAC Noida), has prepared this request for Expression of Interest (EoI) document solely to invite prospective agencies/ startups to jointly execute various technology projects from Government & Private agencies, Co-Development of solutions, Deployment of solutions and Training activities.

C-DAC Noida invites bids from reputed and eligible firms for their shortlisting as agencies for collaboration in the Development of solutions by using industry accepted development methodologies & practices and also in Training initiatives. Focus of the collaboration is in the following Advanced and Emerging ICT&E Technologies and associated areas - Quantum Computing, Post Quantum Cryptography, Sustainability and Green technologies, AI/ML, Smart Card Technologies, VLSI and Reconfigurable Hardware Systems, Crypto devices, AFC System, Embedded Systems & IoT and Blockchain Technology.

While C-DAC Noida has taken due care in the preparation of information contained herein and believes it to be accurate, neither C-DAC Noida or any of its authorities or agencies nor any of their respective officers, employees, agents or advisors give any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it.

This information is not intended to be exhaustive and interested parties are required to make their own inquiries in order to submit the EoI. The information is provided on the basis that it is non-binding on C-DAC Noida, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

C-DAC Noida reserves the right not to proceed with the bidding/EoI process at any stage without assigning any reasons thereof, or to alter the timetable reflected in this document or to change the process or procedure to be applied.

It also reserves the right to decline to discuss the EoI further with any party submitting an EoI. C-DAC Noida will not be liable to pay/reimburse any cost /losses /expenses /penalties / damages of whatsoever nature to any person(s) /entity (ties) submitting the EoI.

2.Introduction

C-DAC, as the premier scientific and engineering institution of Ministry of Electronics and Information Technology (MeitY), has been entrusted to take the mantle and steer it through this monumental phase of digital transformation. C-DAC has attained a vantage position in the area of ICT&E through its applied pioneering research in the last three decades in various domains in the ever-vibrant global landscape, which includes high impact initiatives such as National Supercomputing Mission (NSM).

C-DAC Noida with its focus in Advanced Computing is uniquely positioned in carrying out research, develop & deploy products/solutions and also offering services in Advanced and Emerging ICT&E Technologies with a focus on Quantum Computing, Post Quantum Cryptography, Sustainability and Green technologies, AI/ML, Smart Card Technologies, VLSI and Reconfigurable Hardware Systems, Crypto devices, AFC System, Embedded

Systems & IoT and Blockchain Technology.

As our nation embarks upon its most revolutionary phase of Digital Transformation, multitudes of reformative and transformative changes in the way we live, interact, and engage within the society and beyond are being witnessed. At the core of this revolution reside scientific and engineering imperatives, interventions, challenges, solutions and breakthroughs to establish ensured Digital Infrastructure as a utility for governance, services-on-demand and digital empowerment of the citizens. C-DAC Noida with a focus on the above-mentioned ICT&E Technologies and with the support of MeitY and other organizations is pursuing R&D, developing solutions and also offering various services. Beyond excelling in the present areas of research, C-DAC Noida has committed itself to explore and engage in the avant-garde visionary areas.

3.Objective

The objective of this EoI is to shortlist organizations/ startups who have expertise in the following Advanced and Emerging ICT&E Technologies and associated areas - Quantum Computing, Post Quantum Cryptography, Sustainability and Green technologies, AI/ML, Smart Card Technologies, VLSI and Reconfigurable Hardware Systems, Crypto devices, AFC System, Embedded Systems & IoT and Block Chain Technology. Based on the need, C-DAC Noida shall select and identify agencies amongst the shortlisted agencies for co-development, implementation, testing, maintenance, support, capacity development & training etc., related to the above mentioned technologies & associated areas on cases to case basis through separate limited tender basis.

It is envisaged to have end to end collaboration from development to release processes including deployment automation, scalable, seamless deployment and operations across locations. The systems so developed should be effectively tested, modular and robust. Expertise in product testing & assessment, performance fine tuning, project management & planning etc., are desirable.

As per project demands, such agencies should be ready to provision and provide desired technology solutions, labs/facilities, provide solution architects, scalable system/application designers, infrastructure architects and solution providers.

C-DAC Noida is expecting projects from various Government/Private agencies which it plans to execute with the active support from the shortlisted agencies (small/medium/large), during the period of engagement.

As per the requirements of the project, C-DAC Noida reserves the right to select from among the shortlisted agencies through limited tender process for providing the services through any one or more of the following modes:

- Collaborative Development Partner (CDP)
- Deployment Partner (DP)
- Training Partner (TP)

The overall objective of the shortlisting is stipulated in Section - II of this document.

The details of the services required from the shortlisted agencies are stipulated in Section – III of this document.

4.Instructions for On-line Proposal Submission

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

5.Assistance to Agencies

Any query relating to the process of on-line proposal 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, e-mail for technical support: support-eproc@nic.in

6.Contact Information

MMG Department

Centre for Development of Advanced Computing (C-DAC), A nusandhan Bhawan,

C-56/1, Sector-62,

Noida – 201307

Uttar Pradesh (India)

Tel No.: +91-120-2210800

E-mail:

7.Proposal Submission

- i. The prospective agencies should take into account any corrigendum published regarding this EoI document before submitting their proposals.
- ii. The documents should be scanned in 100 dpi with black and white option.
- iii. The prospective agency may submit the proposal for selection to collaborate in one or multiple of the following areas - Quantum Computing , Post Quantum Cryptography, Sustainability and Green technologies , AI/ML, Smart Card Technologies, VLSI and Reconfigurable Hardware Systems, Crypto devices, AFC System, Embedded Systems & IoT and Blockchain Technology. Similarly the prospective agency may submit the proposal for selection in one or multiple of the following engagement modes - Collaborative Development Partner (CDP), Deployment Partner (DP) and Training Partner (TP).
- iv. The following documents should be submitted in PDF format through www.eprocure.gov.in/eprocure/app.
 - a. Copy of the on-line transaction receipt towards payment of document processing fees of INR 1180/- (Rupees One Thousand Only) to C-DAC Noida.
 - b. Covering letter as per format given in **Annexure – A**.
 - c. Duly filled proposal documents with proper seal and signature of the authorised person with name, designation, email ID & contact number along with the authority letter, as per the format attached in **Annexure – B**.

- d. A copy of Certificate of Incorporation, Partnership Deed/Memorandum and Articles of Association or any other equivalent document showing date and place of incorporation, as applicable.
- e. Copies and documents in support of General eligibility criteria stipulated at para 2(a) of Section – II of this document.
- f. Copies of documents in support of any one or multiples of the Specific Eligibility Criteria (as per bidders choice), stipulated at para 2(b) (i) or 2(b) (ii) or 2(b) (iii) of Section – II of this document.
- g. A certificate from a Chartered Accountant for the last 3 financial years indicating the annual sales turnover pertaining to IT services of the prospective agency.
- h. Organizational Details, as per **Annexure – C**.
- i. Details of manpower on roll of the bidder.
- j. Details of experience of the prospective agencies, as per format given in **Annexure – D**.
- k. Bid Security Declaration Format – **Annexure E**
- l. Land Border sharing declaration – **Annexure F**
- m. The copies of PAN, TAN, as applicable.
- n. The copies of GST registration certificate/s.
- o. Copies of documents in support of other credentials like DIPP certificate, ISO Certification, awards won, professional membership, etc.
- p. Other documents necessary in support of eligibility criteria and/ or credential of the prospective agency.

Note: C-DAC Noida reserves the right to reject the proposal if any of the above listed document/s is/are not submitted.

8.The proposal should be addressed to:

The Executive Director,
Centre for Development of Advanced Computing (C-DAC), Anusandhan Bhawan,
C-56/1, Sector-62,
Noida – 201307
Uttar Pradesh (India)

9.Pre-Proposal Meeting

The pre-proposal meeting will be held as per details given in Activity Schedule.

10. Validity

The proposal submitted shall remain valid for a period of at least 120 days from the date of submission.

11. Last Date of Submission of Proposals

Last date for uploading/sending the e-proposals is as per details given in Activity Schedule. The payment towards document processing fees must be done through online transfer (C-DAC Noida shall not be responsible for any delays or any other reason for not submitting the fees in the specified time and resulting in disqualification/rejection of any proposal) so as to reach on or before the due date and time. Bank details as mentioned in the activity schedule.

(END OF SECTION I)

SECTION II: INSTRUCTIONS TO PROSPECTIVE AGENCY

1.Period of Engagement

The initial period of engagement with the shortlisted agencies shall be two (02) years. C-DAC, Noida reserves the right to extend this period by another one/two years on same terms and conditions. More agencies can be added in the empanelled list, provided they meet the terms and conditions set out under this EoI.

2.Eligibility Criteria

All the prospective agencies must meet the minimum eligibility criteria given below.

a) General Eligibility Criteria

- a. The bidder should be an Indian entity registered under Companies Act 2013 or under section 59 of Partnership Act 1932 or under the Limited Liability Partnership Act 2008, in India.
Copy of Certificate of Incorporation/ Registration/ Partnership Deed or any other relevant document, as applicable, should be submitted along with a copy of address proof.
- b. The bidder shall be in operations in India for a period of at least five (5) years as on published date of EoI. Required 5 years Audited Balance sheet with P&L Account to know the operations business in India for the last 5 years i.e. 2018-19, 2019-20, 2020-21, 2021-22 and 2022-23.
- c. The minimum average annual turnover of the bidder in last 3 financial years shall be INR 50 L. Required Audited Balance sheet alongwith P & L Account 2020-21, 2021-22 and 2022-23 alongwith CA Turnover Certificate.
- d. The bidder shall have positive net-worth in the last 03 Financial Years. Required CA Certificate for Net worth.
- e. ITRs copy may also be asked from the Bidder for the last 3 years.
- f. The bidder should have a valid PAN and GST Registration (copy of PAN card and GST Registration Certificate should be submitted in the bid). In case GST Registration is not available , the bidder shall give undertaking that it will get registered before start of work, if work is awarded to them.
- g. The bidder shall submit an undertaking on their letter-head stating that:
“In reference to the Government of India, Ministry of Finance, Department of Expenditure, Office Memorandum No. F.No. 6/18/2019-PPD, Dated 23-07-2020. I hereby submit that, we have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India;
We **are from such a country** and have been registered with the competent authority. The copy of valid registration certificate is enclosed. OR
We certify that we **are not from such a country** or the beneficial owner is not from such a country or we will not sub-contract any work to a contractor from such countries.
- h. Proof of PF registration to be submitted by the bidder, if the bidder comes under PF.
- i. Bid by Consortium is not allowed.
- j. The bidder should not be insolvent, in receivership, bankrupt or being wound up, not have had their business activities suspended and not be the subject of legal proceedings for any of the foregoing. An undertaking by the bidder should be submitted.
- k. The bidder should not be blacklisted/debarred/banned/restricted by any Union Govt./State Govt. /PSU as on date of submission of the Bid.

b) Specific Eligibility Criteria

For Domain Verticals please refer to Section III para 2.

i) Eligibility criteria for Collaborative Development Partner (CDP):

The bidder must have

- At least three ongoing projects of value Rs 1 Crore and above **OR** one completed project with value Rs 50.00 Lakhs and above that involve design and development of products/solutions in one or more of the mentioned technologies and associated areas
(OR) At least three Patents/Copyrights filed **OR** one Patent/Copyright awarded in the mentioned technologies and associated areas.
(OR) Developed atleast two products/solutions in the mentioned technologies and associated areas, out of which, a minimum of one is deployed at least as PoC .
- At least 5 well qualified personnel (Masters in Science / Bachelor in Engineering) on roll, out of which atleast 2 should possess a minimum of Bachelor's degree in Engineering and possess work experience (end to end) in the mentioned technology verticals and associated areas as on date of submission of proposal.

ii) Eligibility criteria for Deployment Partner (DP)

The bidder must have

- At least three projects executed with value Rs. 2 Crores and above **OR** one on-going project with value Rs 1 Crore and above that involve deployment of products/solutions in one or more of the mentioned verticals and related areas.
(OR) Must have deployed at least one product/solution with more than one lakh users in the mentioned vertical and related areas.
- At least 5 well qualified personnel (Masters in Science / Bachelor in Engineering) on roll, out of which atleast 2 should possess a minimum of Bachelor's degree in Engineering and possess work experience in the mentioned technology verticals and associated areas as on date of submission of proposal.
- Sales and support mechanisms at least in three locations in the country.

iii) Eligibility criteria for training partner (TP):

The bidder must have

- Delivered at least two online training courses **OR** one offline course in the mentioned technologies and associated areas.
- At least 5 well qualified personnel (Masters in Science / Bachelor in Engineering) on roll, out of which atleast 2 should possess a minimum of Bachelor's degree in Engineering offering the training and has domain knowledge in the mentioned technologies and associated areas.
- Trained at least 2000 persons through online **OR** 200 persons in the offline mode during the last one year in the mentioned technologies and associated areas.

Note: The prospective agencies (Bidder) should provide sufficient documentary evidence to support the eligibility criteria. C-DAC Noida reserves the right to reject any proposal not fulfilling the eligibility criteria.

3.Earnest Money Deposit (EMD)

The bidders shall sign a Bid Security Declaration (as per format given in EoI - Annexure E) accepting that if they withdraw or modify their bids during the period of validity etc., they will be suspended for the time specified in the EoI document.

Note:- Bids received without Bid Security Declaration form shall be summarily rejected.

4.Exemptions

If in the view of the agencies, any exemption/relaxation is applicable to them from any of the eligibility requirements, under any Rules/Guidelines/Directives of Government of India, agencies may submit their claim for the applicable exemption/relaxation, quoting the valid Rule/Process/Guidelines/Directives. In this case the agencies must submit necessary and sufficient documents along with their proposal, in support of this claim. The decision about granting the exemption/relaxation will be taken by the evaluation committee which is empowered to grant exemption/relaxation.

5.Desired Credentials

Over and above the eligibility criteria stipulated above, the additional credentials are desirable and will be given added weightage, as detailed in **Section – II**, “Evaluation of Proposals”.

6.Amendments to EoI Document

- a) At any time prior to the deadline for submission of proposals, C-DAC Noida may, for any reason, whether on its own initiative or in response to the clarification request by a prospective agency, modify the EoI document.
- b) The amendments to the EoI documents, if any, will be notified by release of corrigendum notice on <https://eprocure.gov.in> website. The amendments/ modifications will be binding on the prospective agencies.
- c) C-DAC Noida at its discretion may extend the deadline for the submission of proposals if it thinks necessary to do so or if the proposal document undergoes changes during the submission period, in order to give prospective agencies time to take into consideration the amendments while preparing their proposals.

7.Preparation of Proposals

- a) Prospective agency should avoid, as far as possible, corrections, overwriting, erasures or postscripts in the proposal documents. In case however, any corrections, overwriting, erasures or postscripts have to be made in the proposals, they should be supported by present date signatures of the same authorized person signing the proposal documents.
- b) Prospective agency shall not be entitled to amend add/delete/correct the clauses mentioned in the entire tender document.

8. Technical Presentation

Subsequent to submission of proposals, the Evaluation Committee of C-DAC Noida may ask the eligible prospective agencies to give a detailed technical presentation, covering following points:

- a) Company Profile and nature of their activities.
- b) Knowledge, skills, expertise pertaining to the areas for which proposal is submitted (primary focus).
- c) Achievements, awards won, etc.
- d) Potential and priority areas for collaboration/indicative roles & responsibilities/Plan/methodology for rendering the services for which the proposal is submitted.
- e) Capability and willingness.
- f) Any other differentiators.

9. Evaluation of Proposals

- a) The proposals will be evaluated in two steps. The proposals will be examined based on eligibility criteria stipulated at Section – II to identify the eligible agencies.
- b) The eligible agencies will be invited for the technical presentation. The shortlisting of the agencies will be finalized after technical presentation and evaluation.

10. C-DAC's Right to Amend/Cancel

- a) C-DAC Noida reserves the right to amend the eligibility criteria, scope of supply, technical specifications etc.
- b) C-DAC Noida reserves the right to cancel the entire EoI without assigning any reasons thereof.

11. Corrupt or Fraudulent Practices

- a) It is expected that the prospective agency who wish to enrol as agency should have highest standards of ethics.
- b) C-DAC Noida will reject proposal if it encounters that the prospective agency recommended for award of contract has engaged in corrupt or fraudulent practices while competing for this contract.
- c) C-DAC Noida may declare a prospective agency ineligible, either indefinitely or for a stated duration, to be awarded a contract if it at any time encounters that the prospective agency has engaged in corrupt and fraudulent practices during the award/execution of contract.

12. Penalty for Use of Undue Influence

The prospective agency undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person employed in C-DAC Noida or otherwise in procuring the contract/agreement or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the contract/agreement or any other contract/agreement with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the contract/agreement or any other contract/agreement with the Government of India. Any breach

of the aforesaid undertaking by the prospective agency or anyone employed by him or acting on his behalf (whether with or without the Knowledge of the prospective agency) or the commission of any offence by the prospective agency Partner or anyone employed by him or acting on his behalf, as defined in Chapter 9 of the Indian Penal Code, 1860 or the Prevention of Corruption Act 1986 or any other Act enacted for the prevention of corruption shall entitle C-DAC Noida to cancel the contract/agreement and all or other contract/agreements with the prospective agency and recover from the prospective agency the amount of any loss arising from such cancellation. The decision of C-DAC Noida to the effect that a breach of the undertaking had been committed shall be final and binding on the prospective agency, giving or offering of any gift, bribe or inducement or any attempt at any such act behalf of the prospective agency toward any officer/employee of C-DAC Noida or to any other person in a position to influence any officer/employee of C-DAC Noida for showing any favour in relation to this or any other contract/agreement, shall render the prospective agency to such liability/penalty as C-DAC Noida may deem proper, including but not limited to, termination of the contract/agreement, imposition of penal damages, and refund of the amount paid by C-DAC Noida.

13. Confidentiality

The agency and/or their personnel shall not, either during the term or after expiration of engagement period disclose any proprietary or confidential information relating to the services, contract or C-DAC's business or operations without the prior written consent of C-DAC Noida. The agency and/or their personnel shall not, either during the term or after expiration of this contract, undertake any public communication, press/media releases relating to the services, contract, or C-DAC's business or operations without the written consent of C-DAC Noida. Information available on public domain is excluded from confidentiality clause.

14. Force Majeure

C-DAC Noida may consider relaxing the penalty and delivery requirements, as specified in this document, if and to the extent that, the delay in performance or other failure to perform its obligations under the contract is the result of an Force Majeure. Force Majeure is defined as an event of effect that cannot reasonably be anticipated such as acts of God (like earthquakes, floods, storms etc.), acts of states/state agencies, the direct and indirect consequences of wars (declared or undeclared), hostilities, national emergencies, civil commotion and strikes at agency's premises or any other act beyond control of the agency.

15. Arbitration

In case any dispute arises between the C-DAC Noida and successful agencies with respect to this EoI, including its interpretation, implementation or alleged material breach of any of its provisions both the Parties hereto shall endeavour to settle such dispute amicably. If the Parties fail to bring about an amicable settlement within a period of 30 (thirty) days, dispute shall be referred to the sole arbitrator mutually appointed by both parties. If the sole arbitrator is not appointed mutually by both the parties then the District Court Noida shall have exclusive jurisdiction for appointment of sole arbitrator through court. 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 the arbitration shall be Noida. The award given by the arbitrator shall be final and binding on the Parties. The language of arbitration shall be English. The common cost of the arbitration proceedings shall initially be borne equally by the Parties and finally by the Party against whom the award is passed. Any other costs or expenses incurred by a Party in relation to the arbitration proceedings shall ultimately be borne by the Party as the arbitrator may decide. Courts in Noida only shall have the exclusive jurisdiction to try, entertain and decide the matters which are not covered under the Arbitration and conciliation Act.

16. Indemnity

Selected agencies may please note that, C-DAC Noida shall neither be the Employer of nor shall it be deemed to be the principal employer of any persons to be deployed by the agencies towards the service rendered and shall not in any manner be responsible for any act, omission or commissions by the agencies, the manpower deployed for this project or by his employees, in respect of any non-compliance of all or any labour and other laws statutory notifications, relevant rules and regulations applicable to the provision of Provident Fund and ESIC of the persons engaged by the supplier and no claim in the respect shall lie against C-DAC Noida. The agencies shall keep indemnified C-DAC Noida for any such claim raised by employees of the agencies.

It may be expressly understood that the relationship between the parties hereto is as Principal – to – Principal and the agencies shall not be an agent of C-DAC Noida for any purpose whatsoever, and shall not represent or hold himself out as such to any person/s.

17. Limitation of Liability

1. The maximum aggregate liability of selected agencies in respect of following cases shall not exceed the total amount of the Contract/ Works Order:
 - i. Any claims, losses, costs or damages arising out of or in connection with the Contract/ Works Order or SoW.
 - ii. Damage(s) occasioned by agencies for breach of Confidentiality Obligations.
 - iii. Regulatory or statutory fines imposed by a Government or Regulatory agencies for non-compliance of statutory or regulatory guidelines, Rules, Regulations etc., were brought to the notice of agencies.
2. The liabilities- if any with respect to the following shall be at actuals:
 - i. Claims that are the subject of indemnification pursuant to infringement by the agencies of third party Intellectual Property Right .
 - ii. Damage(s) occasioned by the Gross Negligence or Willful Misconduct of the agencies.
3. Under no circumstances shall either Party be liable for any indirect, consequential or incidental losses, damages or claims including loss of profit, loss of business or revenue.

18. Termination

Validity of order/contract will remain till fulfilment of all obligations pertaining to development and successful deployment of software including (but not limited to) the terms and conditions stipulated in the order, for the period stipulated in the Order. C-DAC Noida reserves the right to terminate the contract/cancel order with or without cause/reason by giving 60 days' notice to the selected agencies. The selected agencies may terminate the Service Agreement /Order by at least 30 days written notice, in the event of non-payment of undisputed invoices for 60 days from the due date. All amounts which are due and payable to

the Vendor shall be immediately be paid by C-DAC Noida in the event of termination of the agreement for any reason whatsoever.

19. Assignment

Selected agency shall not assign, delegate or otherwise deal with any of its rights or obligation under this contract without prior written permission of C-DAC Noida. The prime responsibility towards the successful execution of agreement/contract lies with prospective agency associating with C-DAC Noida. The selected agency shall not fully or partially sub-let to any other entity without prior approval and written consent of C-DAC Noida.

20. Severability

If any provision of this contract is determined to be invalid or unenforceable, it will be deemed to be modified to the minimum extent necessary to be valid and enforceable. If it cannot be so modified, it will be deleted and the deletion will not affect the validity or enforceability of any other provision.

21. Interpretation of the Clauses in the EoI Document

In case of any ambiguity/dispute in the interpretation of any of the clauses in the EoI 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: SCOPE OF SERVICES AND ROLES

1. Modes of Engagement

Selected agencies shall collaborate, develop, implement, test, maintain and support the solutions in the following Advanced and Emerging ICT&E Technologies - Quantum Computing , Post Quantum Cryptography, Sustainability and Green technologies , AI/ML, Smart Card Technologies, VLSI and Reconfigurable Hardware Systems, Crypto devices, AFC System, Embedded Systems & IoT and Blockchain Technology. The solution may also encompass software/hardware products in the identified ICT&E technologies and associated areas. It is envisaged to have end to end collaboration from development to release processes including deployment automation, scalable, seamless deployment and operations. The systems so developed should be effectively tested, modular and robust. As per project demands, such agencies should be ready to provision design, develop and deploy the hardware /software products, project management & planning. Selecting agencies shall collaborate in training and capacity building activities in the identified technologies and associated areas. The proposed modes of engagement, not limited to, are as follows.

A. Collaborative Development Partner (CDP)

In this mode, the selected agency should complete the development and/or implementation and/or maintenance of equipment/applications and/or modules as per the scope and milestones stated in Statement of Work. The selected agency will be responsible for the successful outcome as per the acceptance criteria and milestones defined in SoW. The scope of services to be provided by the agency may also cover services for the identified ICT&E technologies and associated areas for maintenance and support of the existing equipment/software/application, design, development, installation, integration and configuration of additional features and functionalities, design, development, installation, testing & validation, integration and configuration of additional software modules/applications.

B. Deployment partner (DP)

In this mode, the selected agency shall partner with C-DAC Noida for deployment of C-DAC solutions in the identified ICT&E technologies and associated areas.

C. Training partner (TP)

In this mode, the selected agency shall partner with C-DAC Noida for offering training programs and capacity building in the identified ICT&E technologies and associated areas.

D. Scope of Engagement

a) Quantum Computing

Quantum Computing, Quantum Simulation and Quantum Machine Learning CDAC Noida is working in the field of FPGA-based quantum accelerators, quantum machine learning, and real-time applications. We are offering a remarkable opportunity for collaboration and participation. The team is eager to explore collaboration opportunities in various aspects of quantum computing, including

algorithm development, quantum hardware research and quantum software innovation. Our aim is to leverage our respective strengths to accelerate advancements in quantum technologies.

b) Post Quantum Cryptography - Software Token and Hardware Token

Post Quantum Cryptography also referred to as Quantum safe or Quantum resistant are cryptographic algorithms that are considered to be secure against quantum attacks. Classical cryptographic algorithms are known to be insecure against attack by sufficiently powerful quantum computers. As per shor's algorithm, integer factorisation and DLP(Discrete Logarithm Problem), on which RSA and ECC security depends, can be solved in polynomial time on quantum computers.

CDAC is working in the field of post quantum cryptography on various CPU platforms, secure controller as well as FPGA. Through this association team is invited to share the expertise for implementation of post quantum algorithms on CPU platforms, FPGA and secure controllers. We wish to augment our respective strengths and contribute to the advancements of post quantum cryptography.

c) Sustainability and Green technologies

CDAC is actively seeking partnerships with organizations that share our commitment to sustainability, green technology and Electric Vehicles (EV) technology. We recognize the growing significance of these areas in today's world and are eager to collaborate with entities that can bring expertise, innovation, and a track record of success to the table. Through this EOI, we invite prospective partners to join us in advancing environmental responsibility, fostering the adoption of EV technology, and contributing to a greener and more sustainable future. We look forward to exploring opportunities for impactful collaboration in these critical domains.

d) AI/ML & Drone based Solutions / Applications

Team at Noida centre of C-DAC focuses on applied R&D and development of products and services in the areas of AI/ML. The team also has rich expertise in running AI/ML models in embed platforms such as Raspberry PI and Jetson Nano. The purpose of this collaboration is to advance research, development and implementation efforts in AI/ML technologies. It is proposed further, to work on joint research projects, development and testing of AI/ML models. It is also envisaged to introduce various knowledge sharing initiatives, to conduct joint workshops and training programs.

We are also seeking partnership with innovative vendors to jointly explore and contribute to cutting edge solutions fostering advancements in Drone technology. Additionally, we are exploring partnerships for pilot based training programs on Drone technology aiming to enhance skill sets and ensure safe and proficient operation of unmanned aerial systems.

e) Smart Card Technologies

CDAC is pioneer in the smart card technologies and has developed applications which include:-

- Operating system for Smart card
- Crypto token based on SCOSTA with PKI features

- Standalone Smart Card Reader
- Enterprise applications like ID and access control system

The team aim to leverage the combined expertise to innovate in smart card security, applications and solutions. The purpose of this collaboration is to advance research, development and implementation efforts in smart card technologies.

It is also envisaged to introduce various knowledge sharing initiatives, to conduct joint workshops and training programs.

f) VLSI and Reconfigurable Hardware Systems

C-DAC Noida is working on design of VLSI Systems, FPGAs, ASIC, IP development, Secure hardware, and DSP based embedded hardware and software technologies, which form the key building blocks in many consumer, industrial and strategic technology areas. The team is dedicated to cutting-edge research and development on related products. As part of the roadmap, the team has been diligently engaged in crafting and refining state-of-the art hardware accelerators for AI/ML workloads, employing hardware-accelerated algorithms that facilitate parallel hardware execution, etc. Looking ahead, team vision extends to provide hardware accelerated algorithms and solutions that can help generative AI in providing faster solutions with optimal resources.

g) Crypto Device – TRUSTOKEN

TrusToken developed by CDAC is a simple plug-and-play USB multifactor authentication device to enhance digital security and establish the identity of a user. TrusToken enables PKI-based operations, with the additional support of ECC (NIST P256 curve). It offers strong authentication to achieve secure access control, secure storage and retrieval, and digital signature applications. It can be used to compute digital signature using both RSA and ECC algorithms. It supports PKCS#11 and X.509 standards. It is an Indigenous USB token based on Indian Standard - BIS 16695 standard.

Through this association team invites prospective collaborators for reaching the prospective users. The collaboration agency can elicit specific requirements from prospective users and we will do the customizations to expand the customer outreach.

h) Automatic Fare Collection (AFC) Systems

CDAC has developed NCMC and QR compliant Automated Fare Collection System (AFC) which can be customized as per Metro Operator requirements within no time. CDAC AFCS also offers near real time monitoring, customized reports and strategic business analytics.

As entrusted by MoHUA, to accomplish the visionary dream of “One Nation, One Card”, CDAC has not only designed NCMC Interface Specifications (Part IV-VII) & QR Specifications for transit operators, which were released by MoHUA for Nation wide adoption on 11th May,2020 and QR specifications for transit on 19th April,2021 respectively. To prove the efficacy of these specifications and removing pain points of Indian Public Transport Operators, CDAC has developed the below product portfolio for transit domain:

1)Automatic Fare Collection Systems for Metro Operators:

CDAC’s AFC solutions are Vendor and Bank Agnostic Solutions, designed specifically for Indian conditions where heavy footfall are the norms. It is the State of the Art, Scalable, Modular, Highly

Secure, NCMC and QR Compliant AFCS with deployment at customer premises. It can be quickly customised as per the requirements of the metro operator. Our AFCS supports multiple ticketing options like NCMC card and QR coded tickets. Single or multiple journey QR coded tickets for an individual or a group may be purchased through our Mobile App “Travel Mozo”.

For people not using smart phones, Single Journey Paper QR Ticket for same day can be purchased through Ticket office machine (TOM) at the ticket counter/customer care.

AFCS offers near real time monitoring, customized reports and strategic business analytics.

2)Centralized Automatic Fare Collection Systems for Bus Operators:

CDAC’s CAFC solutions are Vendor and Bank Agnostic Solutions, designed specifically for Indian Operators. It is the State of the Art, Scalable, Modular, Highly Secure, NCMC and QR Compliant cloud based Automatic Fare Collections System with hosting at CDAC’s Data center. CDAC has Tier-III data center, thereby, ensuring availability of the system for 99.9% or more time. CAFC can be customized as per client’s requirements in minimum time frame.

CAFC was Pilot tested in B.E.S.T., Mumbai at two depots-Wadala & Colaba with 9 banks NCMC cards.

CAFC offers complete e-ticketing solution comprising of – Depot Operations Management, Transaction management, Equipment management, Reconciliation, fund settlement and Strategic data analysis. CAFC Supports multiple payment modes: NCMC Card, QR Coded tickets and Cash. CAFC offers Near Real time review and status monitoring of entire value chain.

3)QR Ticketing System for Transit Operators:QR Ticketing offers facility of single or multiple journey QR coded tickets for an individual or group. QR Tickets may be purchased through our Mobile App or Web App. It Enables cashless initiatives, Reduces Peak hour rush, cost effective measures by doing away tokens (in metro) and paper tickets (for PTOs) and offers Single or multiple journey QR coded tickets for an individual or a group. QR coded tickets can be pre-booked at commuter convenience and can be validated in online/offline mode.

CDAC offers complete solution and lifecycle support to Metro/Bus Operators from Roll out to Operation and Maintenance, thus, offering complete peace of mind to public transport operators.

We are seeking collaboration with various agencies aiming to leverage collective expertise and resources for the successful deployment of an advanced AFC infrastructure. The envisioned collaboration encompasses a comprehensive approach, from design and development to implementation and ongoing management, with the ultimate goal of fostering seamless, efficient, and technology-driven fare collection solutions. This initiative reflects our commitment to advancing technological solutions in public transportation, fostering partnerships to enhance the efficiency and effectiveness of AFC systems for the benefit of diverse stakeholders and the public at large.

i) Embedded Systems & IoT

C-DAC Noida’s Embedded Team designed, developed, and deployed a range of products, solutions, and services in the space of embedded systems and the Internet of Things (IoT). The team’s portfolio

includes development of hardware platforms, software & firmware, and applications. The team would like to collaborate on Joint research projects related to embedded systems and IoT technologies. This includes Development and testing of IoT hardware and software solutions. . It is also envisaged to introduce various knowledge sharing initiatives, to conduct joint workshops and training programs. Through this, we also envisage Collaborative development of IoT prototypes and proof-of-concept projects.

j) Blockchain Technology

Blockchain is a technology that is globally adopted for applications in various domains of E-Governance, Enterprise processes, Banking & Finance, etc. Considering the importance of this technology, C-DAC along with other organizations and with support from MeitY has evolved a National Blockchain Framework (NBF). The NBF technology stack is useful for rapid development of Blockchain based applications with automated network setup, smart contracts for process checks, verification & validation of transactions and quick deployment of the same on to Blockchain network addressing the challenges related to security, consensus and interoperability. The technology stack is being used towards development and deployment of various applications for Government departments. Through this association team invites prospective agencies to collaborate for development of innovative Blockchain enabled applications in various domains and deploy the existing developed applications for larger proliferation & adoption. Team also look forward for jointly offering training programs in Blockchain so as to provide an exceptional opportunity for professionals, individuals and organizations to delve into the intricacies of this transformative technology.

3. Indicative Deliverables through engagement with shortlisted agencies

The following is a list of indicative deliverables proposed through engaging with agencies shortlisted through this EoI. However actual deliverables will depend upon project specific requirements and will be mutually finalized by C-DAC Noida and selected agencies, before placing of order:

- a. Design /develop equipment/system/hardware/software/
- b. High Level and Low-Level Design/ Architecture Document
- c. Specification (SRS)
- d. User Manual/Statement of Work (SoW)
- e. Technical Manual/know-how/design artifacts/components
- f. Data Backup/Archival Process
- g. Requirement Traceability Matrix
- h. Source Code with documentation

4. Engagement process with shortlisted agencies

C-DAC Noida intends to engage with the shortlisted agencies and the indicative terms and conditions applicable for such an engagement - but not limited to, will be as follows :

- a) The contract/agreement shall depend upon the project duration and may initially go up to a period of 02 (two) years. C-DAC may extend the initial contract/agreement by another 01/02 (one/two) years.
- b) Limited enquiries will be sent to the shortlisted agencies for submitting the techno-commercial proposals for the identified Projects. C-DAC reserves the right to invite the proposals from all the bidders who are shortlisted for respective verticals.
- c) The successful prospective agency will be required to submit the performance bank

- guarantee (3-10% of order value) for future project specific work orders through tender as applicable.
- d) The contract will be awarded to the eligible agency offering most competitive prices and meeting the technical criteria. C-DAC reserves the right to evaluate the offer and award the contract on the basis of Quality and Cost Based System (QCBS)/Least Cost Selection (LCS) as applicable.
 - e) The value of individual order/contract may vary from project to project, depending upon the type of engagement as mentioned in “Objectives” section, nature and complexity of the project.
 - f) The detailed scope of services, terms and conditions of work shall be stipulated in ‘SoW’ (Statement of Work) to be signed by both the parties before release of individual order.
 - g) The contract may include terms related to penalty for delay in meeting the deadlines.
 - h) The contract may include terms related to penalty for non/short performance.
 - i) The contract may include terms related to Change order procedure for variation in scope of services or changes in requirements.
 - j) The contract may include terms related to taxes and tax/duty exemptions.

5. Obligations of the Agencies

- a. **Standard of Performance:** The agencies shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The agencies shall always act, in respect of any matter relating to this engagement or to the Services, as faithful advisers to C-DAC Noida, and shall at all times support and safeguard C-DACs legitimate interests in any dealings with third Parties.
- b. **Prohibition of Conflicting Activities:** The agencies shall not engage and not allow their personnel to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this contract.
 - i. The agencies shall keep safe, secure, confidential and protect from unauthorized access, loss or damage all demographic information, and all documents, data and information of any nature provided to the agencies for the discharge of services.
 - ii. The agencies shall not store, copy, publish, print, interfere, tamper with or manipulate the information/data received from C-DAC Noida, other than that required for discharge of services.
 - iii. The agencies shall not give access to the information or data collected and received from C-DAC Noida in the course of discharge of services, to any person who is not authorized to handle the information or data. Information should only be given to authorized personnel and only used in the manner prescribed by C-DAC Noida.
- c. **General Confidentiality:** Except with the prior written consent of C-DAC Noida, the agencies and the Personnel shall not at any time communicate to any person or entity any confidential information acquired, stored and received from C-DAC Noida in the course of the Services, nor shall the agencies and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- d. **Accounting, Inspection and Auditing**
 - i. The agencies (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting

principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit C-DAC Noida or its designated representative and/or C-DAC, and upto five years from expiration or termination of this contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by C-DAC Noida or C-DAC itself as the case may be.

- ii. C-DAC Noida shall have the right to carry out inspection checks, audits of the agency's premises and/ or locations, facilities, or point of delivery of services performed under this contract.
- iii. C-DAC Noida shall have the right to carry out scheduled/ un-scheduled visits to any of the locations, premises & facilities and oversee the processes and operations of the agencies.
- e. **Sub- contracting:** The agencies shall not be permitted to sub-contract any part of its obligations, duties, or responsibilities under this contract without the prior written approval of C-DAC Noida.
- f. **Reporting Obligations:** As per terms and conditions mutually agreed at the time of award of work.
- g. **Rights of Use:** All rights of use of any process, product, service, or data developed, generated, or collected, received from C-DAC Noida or any other task performed by the agencies under the execution of projects awarded under this contract, would lie exclusively with C-DAC or its nominated agencies in perpetuity free from all liens, encumbrances, and other third party rights and the agencies shall, wherever required, take all steps that may be necessary to ensure the transfer of such rights in favour of C-DAC or its nominated agencies.
- h. **Safety & Security of Data, Premises, Location/site**
 - i. The Data, information, documents provided by C-DAC Noida to the agencies is the property of C-DAC Noida. The agencies shall display due diligence in the handling of the said data and be responsible for the Data, thus provided.
 - ii. The agencies shall not use the information, the name or the logo of C-DAC and or Government of India without authorization of C-DAC Noida.
 - iii. The agencies shall not use and/or transmit any information, data, layouts, designs, diagrams, storage media (hard disk/tapes) or any other goods/material in physical or electronic form, which are proprietary to or owned by C-DAC, without prior written permission from the C-DAC.
 - iv. The agencies shall follow the Security Guidelines issued by C-DAC Noida.
 - v. The agencies would be governed by the provisions of the Law of the Land, including but not limited to the IT Act and other relevant Acts.
 - vi. C-DAC reserves the right to carry out third party Audits of the agencies to ensure compliance of stated and implicit requirements.
 - vii. The rogue behavior of the employees of agencies shall fall under the 'Unlimited liability' to the agencies.
- i. **Equipment & Materials Provided by the agencies:** Equipment or materials brought by the agencies and the Personnel and used either for the Project or personal use shall remain the property of the agencies or the Personnel concerned, as applicable. However, Equipment or materials bought/provided by C-DAC Noida for the use of agencies shall remain the property of C-DAC Noida.

- j. **Intellectual Property Rights (IPR):** All prior information, design & data existing with either party before the start of the collaboration (free existing IP) shall be the sole property of that party. The Intellectual Property Rights (IPRs) pertaining to development of technologies/components/subsystems/modules/software, undertaken as part of the projects awarded, shall be governed by IPR policy of the grantor institutions that funded the project. IPR details would be provided as part of terms and conditions on a case to case basis.
- k. **Assignment:** The agencies shall not assign, in whole or in part, any of their obligations under this contract without prior approval of C-DAC Noida.
- l. **Agencies Personnel:** The agencies shall employ and provide qualified and experienced personnel as are required to carry out the Services. Upon engagement, successful agencies will appoint a technically competent person (Project Manager/Relationship Manager) as single point of contact (SPOC) for interaction with C-DAC Noida.
- m. **Development Sites**
 - i. Development work can be carried out at C-DAC Noida, agencies premises or at C-DAC's client site.
 - ii. Based on the mutually agreed terms for specific work orders, the service provider may have to undertake travel of key resources to the project site for a specific phase of project as per the requirement of the project.
 - iii. In case the development work is required to be carried out at agencies premises the required infrastructure will be provided by agencies. C-DAC Noida personnel may be contacted over telephone, VC, messenger etc. During development phase, visits by C-DAC Noida and agencies's personnel to each other's premises may be arranged whenever required.

6.Roles and Responsibilities of Agencies

The roles and responsibilities of engaged agencies are given below. However, the prospective agencies may please note that these are only brief and indicative in nature.

- a. The agencies should jointly execute project with C-DAC Noida with the appropriate in-house technical expertise mentioned while applying to this EoI.
- b. Follow the milestones set for achieving the completion of the project in time while adhering to quality parameters and acceptance criteria stated in SoW.
- c. To ensure the timely submission of task completion report to C-DAC Noida.
- d. To raise invoice to C-DAC Noida based on the task completion report approved by C-DAC Noida.

7. Role and Responsibilities of C-DAC Noida

- a. Develop positive working relationship with agencies to build business.
- b. To discuss and set milestones for the project
- c. To set targets of the agencies based on the milestones set above.
- d. To monitor the delivery of the milestones and take corrective action if any.
- e. To review and issue acceptance of the task completion report submitted by the agency.
- f. Payment to the agencies based on the invoice raised as agreed in the SoW.

8. Allocation and Award of Work

a. Selection of agencies for a specific Work Order

- i. C-DAC Noida at its discretion, will publish initial requirements relating to any project to the shortlisted agencies. The requirements will inter alia include scope of system/application to be developed by agencies and maintenance support required for the same for a predetermined time period on need basis.
- ii. Based on the requirements, bids will be invited from shortlisted agencies. The bids will detail the approach to be followed to meet the requirements. The bids will also include the number and qualifications of the resources that will be provided for this requirement. These bids will be evaluated on Quality and Cost Based System (QCBS)/ Least Cost Selection (LCS) as applicable.
- iii. Detailed evaluation criteria will be indicated in the bid and would vary from system/application to system/application to be developed by agencies.
- iv. The agencies will also submit the estimated effort and time required for completion of work. Adherence to Acceptance Criteria would form an important parameter for evaluation and details of same would be provided in bid document.

b. Performance Evaluation of the agencies

- i. C-DAC will periodically and at the end of every project evaluate the performance of the agencies.
- ii. Evaluation will be based on the following:
 - a. Quality of Estimation and Scope Management. Effort estimate of approved “Change Requests” shall be added to initial estimate to come up with revised estimate.
 - b. Adherence to development schedule.
 - c. Quality of people deployed on the project.
 - d. Degree of use of tools. It is desirable to maximize use of tools for higher productivity and homogeneity of quality of deliverables.
 - e. Number and type of defects identified during User Acceptance Testing and Go-live.
 - f. Quality of communication with C-DAC Noida.

(End of Section – III)

ANNEXURE – A: COVERING LETTER

(To be submitted in original on letterhead)

Date:

To

The Executive Director,
Centre for Development of Advanced Computing (C-DAC),
C-56/1, Anusandhan Bhawan, Institutional Area, Sector 62, Noida, Uttar Pradesh- 201307

Subject: Submission of EoI for Shortlisting of Agencies

Dear Madam,

We hereby submit our proposal in response to the invitation in engaging with C-DAC, Noida for Expression of Interest (EoI) No. _____ published on _____ for the Advanced and Emerging ICT&E Technology areas and appropriate mode of engagement mentioned below (Pls tick the applicable check-boxes)

Advanced and Emerging ICT&E Technology areas:

- ☐ Quantum Computing
- ☐ Post Quantum Cryptography
- ☐ Sustainability and Green technologies
- ☐ AI/ML & Drone Applications
- ☐ Smart Card Technologies
- ☐ VLSI and Reconfigurable Hardware Systems
- ☐ Crypto Devices
- ☐ AFC System
- ☐ Embedded Systems & IOT
- ☐ Blockchain Technology

Appropriate mode of engagement:

- ☐ Collaborative Development Partner (CDP)
- ☐ Deployment Partner (DP)
- ☐ Training Partner (TP)

Please find enclosed herewith the below listed documents, as required.

1. Authority Letter (Annexure – B)
2. Organizational Details (Annexure - C)
3. Details of the skilled manpower on our roll
4. Experience of Organization (Annexure - D)
5. Bid Declaration Format (Annexure – E)

We hereby declare that all the information and statements made in this proposal are true and we 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 would hold the terms of our proposal valid for 120 days as stipulated in the EoI document.

We also undertake that we are not blacklisted or debarred from bidding process, by any Educational/R&D /Govt. Organization, as on date of submission of the bids and that there have been no regulatory actions initiated /pending against us as on the date of release of EoI.

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

Sincerely Yours,

Signature of the Competent Authority (with date)

(full name)

(designation)/Stamp

ANNEXURE – B: AUTHORITY LETTER

(To be submitted in original on letterhead)

Date:

To

The Executive
Director,
Centre for Development of Advanced Computing (C-DAC),
C-56/1, Anusandhan Bhawan, Institutional Area, Sector 62, Noida, Uttar Pradesh- 201307

Subject: Authority Letter

Reference: EoI document no. _____, dated _

_____ Dear Madam,

We, M/s _____ (Name of the prospective agencies) having registered office at _____ (address of the prospective agencies) herewith submit our proposal against the said EoI document.

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

Specimen Signature:

The undersigned is authorised to issue such authorisation on behalf of
us. For M/s _____ (Name of the prospective agencies)

Signature and company

seal Name

Designation

Email

Mobile No.

ANNEXURE – C: ORGANIZATIONAL DETAILS

Sr. No.	Information heading	Details
1	Name of the prospective agency	
2	Name, designation, e-mail and mobile number of contact person	
3	Address of Head Office/Registered Office	
4	Details of Branch offices, Regional Offices, if any	
5	Total number of employees on roll	
6	Nature of Business – like Software development, ,Training, Sales & Services etc.	
7	Details of products, technologies or services you are presently dealing with	
8	List of Prospective technology Associates/ Partnerships	
9	Organizational Chart (please attach separate document)	
10	Organizational Certifications and Accreditations	
11	Any other information	

For M/s _____ (Name of the prospective agencies)

Signature and company

seal Name

Designation

Email

Mobile No.

ANNEXURE – D: EXPERIENCE OF ORGANIZATION

Experience of organization in terms of orders/contracts/projects.					
S. No.	Brief Description of scope of Project	Project Details (Name of the Project Start Date & End Date, Current Status, Contract Tenure, Type of Project)	Number of assignments during last 5 (five) years	Order Value of each assignment in INR <i>(enclosed copy of each order)</i>	Mention the name of Client/ Organization. Name of the Contact Person and Contact details for the Project <i>(enclosed completion certificates)</i>
	Experience in carrying out assignments in Government sector				
	Experience in carrying out assignments in Private sector				

Signature of the Applicant/Authorized Signatory

(Full name of the Applicant/Authorized Signatory)

Stamp & Date

ANNEXURE– E: BID SECURITY DECLARATION FORMAT

To
The Executive Director,
Centre for Development of Advanced Computing (C-DAC),
C-56/1, Anusandhan Bhawan, Institutional Area, Sector 62, Noida, Uttar Pradesh- 201307

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

Dear Madam,

We, the undersigned, offer to provide the Products/Items/ components/ Services etc., in response to your EoI No_____, dated_____. We are hereby submitting our proposal for same, through www.eprocure.gov.in. As a part of eligibility requirement stipulated in said EoI document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

1. Our proposal shall remain valid for 120 days from the date of submission.
2. In case, we are declared as successful bidder and an order is placed on us, we will submit the acceptance in writing within 7 days of placement of order on us.
3. In case, after empanelment in this EOI if we are declared as successful bidder for any future project specific work and an order is placed on us, we undertake to submit a Performance Bank Guarantee of 3 - 10 % of the order value, as per terms stipulated in that specific project work tender.
4. 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 EoI and /or debarred from any **future bidding process of C-DAC & Other Govt. Institutes for a period of minimum one year.**
5. The undersigned is authorized to sign this undertaking.

Yours sincerely,

Authorized Signatory:

Name and Title of

Signatory: e-mail:

Mobile No:

**ANNEXURE F CERTIFICATE/UNDERTAKING FROM BIDDER – MII / Land Border
Sharing**

(ON COMPANY'S LETTER HEAD)

To
The Executive Director,
Centre for Development of Advanced Computing (C-DAC),
C-56/1, Anusandhan Bhawan, Institutional Area, Sector 62, Noida, Uttar Pradesh 201307

We hereby certify that the Services being offered by us vide our proposal, comply with the provisions of order No. Order No P-45021/2/2017-PP (BE-II), dated 16th Sept 2020 in line with Class-I/Class-II Local supplier issued by Public Procurement Division, Department of Investment and Internal Trade, Ministry of Commerce, GoI.

We have read the clause mentioned in Order (Public Procurement No. 4) No. F.No.7/10/2021-PPD(1) of Public Procurement Division, Department of Expenditure, Ministry of Finance dated 23rd Feb 2023 and further Order/OMs regarding restrictions on procurement from a bidder of a country which shares a land border with India.

In view of this, we also certify that,

We are not from a country sharing land border with India and any registration as mentioned in said OM is not applicable to us.

For (Name of Bidder)

Authorised Signatory

(Name & Signature)

(Company's Seal)

ANNEXURE G Draft NDA

This Non Disclosure Agreement (“Agreement”) is made effective from this day of [month year] between [agency name] having office at [address of agency] and Centre for Development of Advanced Computing, Noida, a constituent unit of C-DAC, a Scientific Society under the Ministry of Electronics and Information Technology, Government of India, registered under the Societies Registration Act, 1860 and Bombay Public Trust Act, 1950, having its registered office at Savitribai Phule Pune University Campus, Ganesh Khind, Pune-411007 and place of business at C-56/1, Anusandhan Bhawan, Sector-62, Noida 201309 (hereinafter referred to as “Client”)

(Client and [agency name] shall be individually referred to hereinafter as a “Party” and collectively as the “Parties”)

WHEREAS, the Client has appointed [agency name] for rendering < consultancy> services during the period commencing from <ddmmy> to <ddmmy>

WHEREAS, the parties hereto are willing to execute this Agreement in order to protect certain information to be disclosed to each other for the aforesaid purposes.

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants set forth herein, the Parties agree that:

1. It is hereby agreed that the discretion applied at the time of disclosure would provide the best protection of Confidential Information of either Party. Accordingly, a Disclosing Party shall ensure that only those Confidential Information which serve the engagement objectives shall be disclosed as per an agreed procedure to the identified individuals at the recipient’s end.
2. Recipient agrees to protect Confidential Information received from the Disclosing Party with at least the same degree of care as it normally exercises to protect its own proprietary information of a similar nature. Recipient agrees to promptly inform the Disclosing Party of any unauthorised disclosure of the Disclosing Party’s Confidential Information.
3. In the case of Confidential Information that is disclosed only orally, Disclosing Party shall, within seven days after such disclosure, deliver to the Receiving Party a brief written description of such Confidential Information; identifying the place and date of such oral disclosure and the names of the representatives of the Receiving Party to whom such disclosure was made. It is expected that such information will bear a legend or label of “Confidential” or other similar designation manifesting intent that the information is confidential (“Confidential Information”).
4. The restrictions set forth in this Agreement on the use or disclosure of Confidential Information shall not apply to any information which:
 - a. is independently developed by the Recipient ; or
 - b. is rightfully received free of restriction from another source having the right to so furnish such information; or
 - c. has become generally available to the public; or
 - d. at the time of disclosure to the Recipient was rightfully known to such party or its affiliated companies free of restriction as evidenced by documentation in its possessions; or

- e. the non-Disclosing Party agrees in writing to be free of such restrictions; or
- f. is required to be furnished to any authority, department, office or body by a decree, order or authorization of law.

5. Each Party shall use Confidential Information of the other Party which is disclosed to it only for the purpose of this Agreement and shall not disclose such Confidential Information to any third party, without the other Party's prior written consent, other than to [agency name] subcontractors and to each other's employees on a need-to-know basis.

6. All information shall remain the property of the Disclosing Party and shall be returned upon written request or upon the Recipient's determination that it no longer has a need for such information except that both parties may retain copies of the Confidential Information, to the extent required to comply with applicable legal and regulatory requirements.

7. The Parties agree that during the existence of the term of this Agreement, neither Party shall solicit directly or indirectly the employees of the other Party.

8. The term of this Agreement shall be xxxx from the date of its execution by both Parties. Both the parties shall jointly review this Agreement after end of xxxx and shall extend it for xxxxx at a time if mutually agreed upon by both the parties

9. The authorised representatives from [agency name] side shall be –

a) <xx>

10. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by in accordance with the Arbitration and Conciliation Act, 1996. Any claim for losses under this Agreement shall be restricted to direct losses only.

11. This Agreement constitutes the entire understanding between the Parties hereto as to the information and merges all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each of the Parties by their respective authorised officers or representatives.

12. The Parties agree that the laws of India, other than its conflict of laws provisions, shall apply in any dispute arising out of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.

For and on behalf of

For and on behalf of

Sig.:

Sig.:

Name:

Name:

Title:

Title:

Place:

Place:

Witness:

Signature:

Name: Title

(END OF DOCUMENT)