

Intent of Association

for

Collaborative Innovation Partners



Invited by

CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING

INNOVATION PARK, PANCHAVATI, PASHAN,

PUNE - 411008, Maharashtra, India

May 22, 2023 (Version 11)

Contents

Disclaimer	2
Introduction	2
OBJECTIVE	3
C-DAC’s Thematic Areas of Research	4
High Performance Computing, Grid and Cloud Computing.....	4
Multilingual Computing and Heritage Computing.....	4
Strategic Electronics Including VLSI and Embedded Systems.....	5
Software Technologies including FOSS.....	5
Health Informatics	5
Cyber Security and Cyber Forensics.....	5
Education and Training	6
Key Growth Areas	6
Supercomputing Solutions.....	6
Solution and Consultancy for Smart Cities.....	6
MODES OF ENGAGEMENT	7
SCHEDULE	7
ROLE OF C-DAC	8
INSTRUCTIONS TO APPLICANTS	8
QUALIFICATION CRITERIA	8
RESPONSE	9
EVALUATION CRITERIA	9
MINIMUM ELIGIBILITY CRITERIA	10
FORMATS FOR SUBMISSION	16

Disclaimer

Centre for Development of Advanced Computing (herein after called C-DAC) has prepared this Intent of Association (IoA) document solely to invite prospective organizations for collaboration.

While C-DAC has taken due care in the preparation of information contained herein and believes it to be accurate, neither C-DAC 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 IoA. The information is provided on the basis that it is non-binding on C-DAC, any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

C-DAC reserves the right not to proceed with the IoA process at any stage without assigning any reasons thereof, or to alter the time table reflected in this document or to change the process or procedure to be applied.

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

Introduction

C-DAC with its focus in Advanced Computing is uniquely positioned to establish dependable and secure Exascale Ecosystem offering services in various domains.

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, as the premier scientific and engineering institution of Ministry of Electronics and Information Technology (MeitY), has been entrusted to take this mantle and steer it through this monumental phase of digital transformation. C-DAC has attained a vantage position in the area of ICTE 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), Mission for Developing Digitally Inclusive and Smart Community (DISC) with focus on Agriculture, Health and Education, Language Technology Applications including Machine Translation, Cross-Lingual Information Access, Speech Technology, Professional Electronics Technologies like Microcontroller & DSP, Strategic Electronics, Wireless & Broadband and Agriculture & Medical Electronics, Cyber Security and Cyber Forensics including End System Security, SCADA & Network Security, Cryptanalysis, Steganography and Computer & Cloud Forensics applications and major Bio-Informatics applications including Cancer Research using Artificial Intelligence are a few to mention. Some other tenacious endeavours translated into high impact initiatives are National Supercomputing Mission, Centre for Excellence in Cyber Forensics, Health Information Solutions, MANTRA-Rajya Sabha and National Virtual Library of India (NVLI). PARAM Shavak-‘Supercomputing-in-a-box’ has proved to be a revolutionary game-changer in creation of HPC culture in academia and scientific community alike; e-Sign – Online Digital Signing Service has been adopted by various Government and private agencies, Mobile Seva has integrated more than 4000 Government departments; PANOROMA has enabled GIS based visualization and forecast for maritime sector; roll out of citizen centric eservices for Election Commission of India; transparent automated process for EPFO and development of indigenous microprocessor through the Microprocessor Development Program (MDP) and implementation of trailblazing National Emergency Response System have evoked unprecedented response across the country.

Beyond excelling in the present areas of research, C-DAC has committed itself to explore and engage in the avant-garde visionary areas. Quantum computing evolving as a new paradigm is well poised to solve grand challenge problems, Artificial Intelligence and Big Data Analytics together can metamorphose the decision-making processes with state-of-the-art analytics. Development of customized framework for Blockchain is the need of hour for various applications. 5G, IoT, SDN and Edge Computing is transforming the core network to be more dynamic and programmable. The use case created by AR/VR shall empower knowledge dissemination and capacity-building in training and operational preparedness. A number of domains such as Agriculture, Health and Manufacturing can benefit from the developments in Robotics.

Considering that wider populace is adopting technology including elderly and differently-abled persons, Accessibility is a cardinal component of technology helping the humanity at all perceivable levels. Accessibility Technologies and Solutions based on Brain Computer Interface can address challenges faced by differently abled people. For a diverse country like India, Language Computing is of paramount importance which not only transcends beyond the geographical boundaries but also assists not-so-literate persons in transacting day-to-day business. Security is focal concern with large scale adoption of digital payments where innovative cyber security and cyber forensics solutions are the inevitable need of the hour. While striving towards a disease free India, addressing impediments pertaining to drug repurposing, protein folding, molecular dynamics and drug discovery etc. in Bio-informatics is the indispensable need of the growing nation like ours.

Development of creative and innovative applications using outcomes of core research and applied R&D in the areas of Agriculture, Power, Health, e-Governance, Education and Strategic Sectors is an imperative constituent of roadmap. Beyond innovative applications, C-DAC shall establish dependable high-end infrastructure to host and offer entire gamut of next generation services for HPC, Cloud, Digital Preservation, e-Learning, Security and Healthcare.

With this conduit between strategy and execution, C-DAC shall create an impact in its research at global level addressing national challenges and offering dependable Exascale Ecosystem.

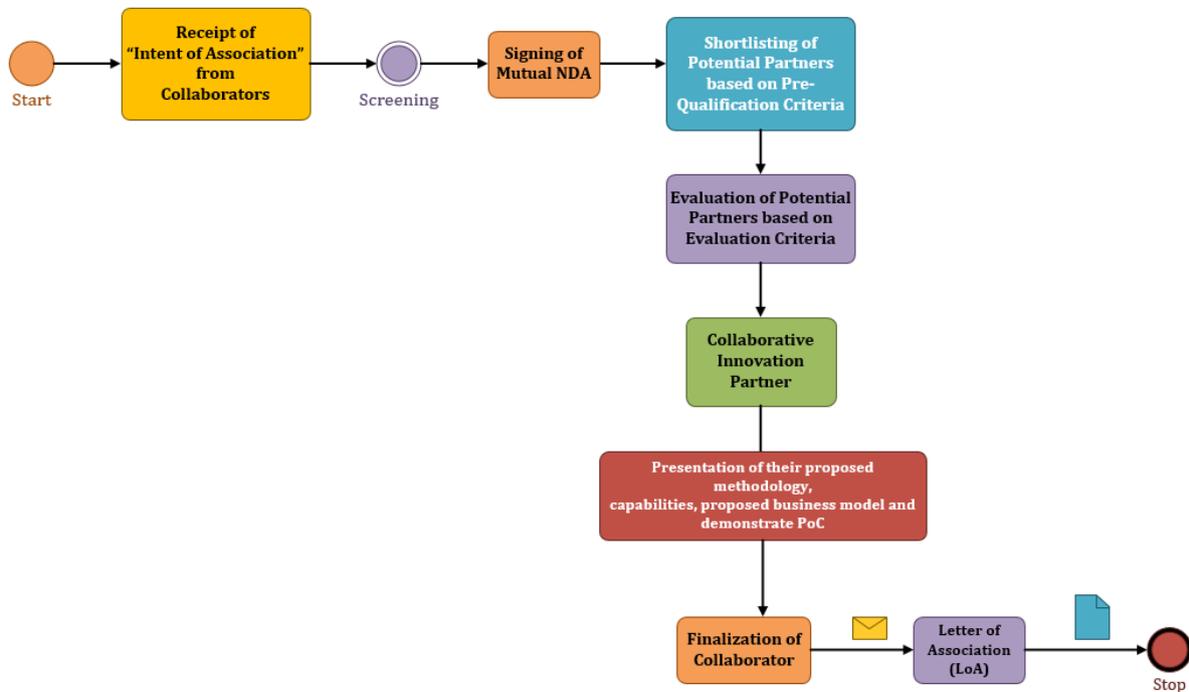
OBJECTIVE

The objective of this IoA is to collaborate with collaborators in ICTE areas for **Collaborative Innovation**. Such collaborators with their expertise in related areas should be poised to explore new avenues jointly. They should be suitably equipped to co-create along with C-DAC and provide the requisite resource (finances) for proposed solutions research. Once the collaborative R&D shapes up based on the strengths of each party into a product/solution the revenue will be shared based on present valuation of the technology and value added to it for making commercial product/solution.

WHO CAN APPLY

1. Companies (including Private Limited Companies, PSUs, MSMEs and start-ups), R&D institutions (comprising academia, research institutes, R&D organizations and companies), firm, partnership firms working in niche technologies in India and having requisite expertise in R&D/contract research registered under the Companies Act, 2013/the Partnership Act, 1932, Limited Liability Partnership Act, 2008 and Autonomous body, Education/Research institution, duly approved Trust registered under Trusts Act, and society registered under Societies Registration Act and who have their registered offices in India.

Process Flow



C-DAC's Thematic Areas of Research

High Performance Computing, Grid and Cloud Computing

Focus Areas

- Supercomputing Systems including latest desktop solutions
- National Supercomputing Facilities
- Bioinformatics Resources and Applications Facility
- Grid Computing
- Cloud Computing
- Supercomputing Applications in various areas like:
 - ↳ Big Data Analytics
 - ↳ Augmented Reality
 - ↳ Virtual Reality
 - ↳ Weather and Climate Modelling
 - ↳ Computational Biology
 - ↳ Weather Forecasting
 - ↳ Oil Exploration

Multilingual Computing and Heritage Computing

Focus Areas

- Natural Language Processing and Machine Aided Translation
- Speech Technologies including Speech Synthesis and Recognition

- OCR and OHWR
- Multilingual Semantic Search
- Indian Language Support on Embedded and Handheld Devices
- Indian Language Fonts, Corpora, Dictionaries and Tools
- Standardization and Localization for Indian Languages
- Heritage Computing
- Digital Preservation
- T-Learning

Strategic Electronics Including VLSI and Embedded Systems

Focus Areas

- Internet of Things (IoT)
- Intelligent Traffic Management System (ITMS)
- VLSI and Embedded Systems
- Power Electronics
- Sensor based systems for Agricultural and Environmental Applications
- Applications for Defence
- Advanced Wireless Communication Systems
- Smart Grid Security
- Smart Card Technologies
- Bio-metric solutions

Software Technologies including FOSS

Focus Areas

- Free/Open Source Operating Systems and Software
- E-Governance Solutions
- Mobile Service Delivery Gateway
- Spatial Sciences and Disaster Management
- ICT Solutions for Social Development

Health Informatics

Focus Areas

- Hospital Information Management Systems
- Drug Supply Chain Management Systems
- Blood Bank Management Systems
- Telemedicine Solutions
- Electronic Health Records (EHR)
- Medical Image and Signal Processing
- Mobile Health Solutions
- ICT for Traditional Healthcare
- Software related to Alternate Systems of Medicines

Cyber Security and Cyber Forensics

Focus Areas

- Endpoint Security
- Network Security
- Mobile and Web Security
- SCADA Security
- Cloud Security
- Algorithmic and Learning Model

- Trusted Platforms
- Cyber Forensics including Disc, Mobile & Cloud Forensics (labs, training and analysis)

Education and Training

Focus Areas

- E-Learning framework
- On-line Examinations

Key Growth Areas

Supercomputing Solutions

Artificial Intelligence, ML/DL Applications

Solution and Consultancy for Smart Cities

Blockchain Technologies

Accessibility

5G, SDN, Edge Computing

Robotics

Brain Computer Interface

Quantum Computing

MODES OF ENGAGEMENT

In order to meet the stated objective, C-DAC invites IoA from the Companies (including private limited companies, PSUs, MSMEs and start-ups), R&D institutions (comprising academia, research institutes, R&D organizations and companies), Firms, Partnership Firms, Trusts, Societies working in niche technologies in India and having requisite expertise in R&D/contract research for doing collaborative innovation as detailed below in the following modes subject to GFR 2017 and CVC guidelines.

1. Contract R&D in which the C-DAC will do R&D on job basis.
2. Collaborative R&D in consortium mode in which the R&D proposal will be funded by third party clearly indicating the financial share and deliverables of each consortium partner in priory and approved by the funding agency.
3. Collaborative R&D in consortium mode in which the R&D proposal will be funded by consortia partner and jointly develop solution/product. It will have revenue sharing model decided in advance based on the present valuation of the technology of the respective partners and value added to it by the respective partners for making commercially viable product/solution.

SCHEDULE

S.No.	Information	Details
1.	Name of Work	Interested parties as Collaborative Innovation Partners
2.	IoA No. & Date	CDAC-Corp/01-2023/0001 & 22.05.2023
3.	Email for Soft Copy	ioa4ci@cdac.in
4.	Address for Hard Copy	Centre for Development of Advanced Computing (C-DAC) Innovation Park, Panchavati, Pashan Pune: 411008

ROLES OF COLLABORATIVE INNOVATION PARTNER

1. Augment C-DAC's capabilities through own expertise in related areas and to submit plans with financials for collaborative R&D/finding funding agencies/submitted proposal as detailed above to the funding agency.
2. Contract R&D.
3. The collaborative R&D could be in the form of joint R&D work on assignment basis/long term basis through long term tie ups.
4. Contract R&D (IP Sharing is scenario based on case to case basis depending on mode of funding etc.)
 - a) Collaborative R&D in consortium mode. Any IPR that exists with the collaborators prior to the commencement of the work remains with the respective institution. The solutions developed under this collaboration will be under the joint IPR of C-DAC and Collaborator.
 - b) The following apply to the above scenarios:
 - i. In a consortium mode C-DAC along with other public/private parties can collaborate based on single/multi-party agreement, the funds provided by third party/ies. The share of funds receivable by all collaborators/consortium members will be a-priori reflected in the proposal and approved by the funding agency.
 - ii. Approval of MeitY will be taken in case of any proposal involving strategic technologies or for contract based development for private parties by C-DAC, which involves technologies developed entirely out of MeitY funding in last three (03) years.
5. Capabilities and expertise existing in C-DAC have been mentioned and C-DAC will seek inputs on Ideas.
6. Once ideas are obtained, C-DAC will sign NDA with respective collaborators.
7. A committee will evaluate the techno-commercial potential of the ideas and choose which are more appropriate and promising.
8. Collaborative innovation partner would be identified based on the idea chosen.
9. There could be more than one collaborative innovation on variant ideas based on same expertise.

ROLE OF C-DAC

1. To discuss and provide access to the present strength of C-DAC and jointly work with the collaborator for R&D in new areas/submit joint projects clearly indicating the revenue sharing and deliverables of each partner.
2. Undertake meaningful research in the selected domain and achieve a marketable product/solution/technology.
3. Co-create conducive working relationship with collaborators to further research agenda and build business.
4. Assist/facilitate in collaborator marketing/proliferation activities such as tradeshow, campaigns and other promotional activities.
5. Back-end technical support will be provided by C-DAC to the collaborators as agreed.
6. Co-ordinate with collaborators to create and execute business plans.
7. Address collaborator related issues in a timely manner.

INSTRUCTIONS TO APPLICANTS

The Intent of Association is to be submitted in the manner prescribed below. All information as detailed below is to be submitted in hard copy in sealed envelope and soft copy through mail.

1. Applicant's Intent of Association (Format - 1)
2. Organizational Contact Details (Format - 2)
3. List of Experts on Payroll (Format - 3)
4. Experience of the Organization (Format - 4)
5. Financial Strength of the Organization (Format - 5)
6. Declaration (Format - 6)
7. Queries, if any, may be referred in writing to ioa4ci@cdac.in which will be addressed via email as well as through an online meeting which will be organized at periodic intervals.
8. C-DAC reserves the right to decide upon the type of engagement, vertical, area and jurisdiction for the association at the time of issue of the LoA.
9. All collaborators are expected to exercise utmost caution while dealing with prospective clients on behalf of C-DAC so as not to misrepresent facts or give any inappropriate assurances.
10. In case of Collaborative Innovation Partners, a Non-Disclosure Agreement (NDA) will be signed prior to initiating technical deliberations.

QUALIFICATION CRITERIA

Following will be the minimum pre-qualification criteria. Each eligible applicant should possess all the following pre-qualification criteria:

S.No.	Pre-qualification Criteria	Supporting Compliance Document
1.	Applicant shall be a firm/company/partnership firm/trust/society/autonomous body registered under the Companies Act, 2013/the partnership Act, 1932, Limited Liability Partnership Act, 2008 or any other relevant Law, and who have their registered offices in India.	Copy of certificate of incorporation, registration, partnership deed, if any.
2.	Applicant should have adequate experience in R&D and in similar areas.	Certificate by Authorized Signatory of the applicant or Company Secretary of the firm/organization and other similar documents.

3.	Applicant has to be profitable and should not have incurred losses in any of the last three (03) consecutive financial years.	Format - 5 to be certified & validated by Chartered Accountant (CA) of the applicant with audited annual accounts.
4.	Applicant should have at least 10 full time employees on its pay rolls for last three (03) years. <i>(preferred)</i>	Certificate by Statutory Auditor or Company Secretary of the Applicant or Authorized Signatory.
5.	Applicant should not be blacklisted by any Central Govt. /State Govt./ PSU/Municipal Corporations/ other Govt. Bodies or anywhere else.	Certificate signed by the Authorized Signatory.
6.	PAN, TAN, GST Registration Certificate.	Copy of Certificate to be enclosed.
7.	Applicant should have PhD's on its role from last one (01) year.	Certificate signed by the Authorised Signatory along with relevant documents.
8.	Applicant should have IPR/patent /paper published in last one (01) year.	Certificate signed by the Authorised Signatory along with relevant documents.

Further this collaboration will not be for joint bidding in any commercial tenders.

In case of joint development of the product /solutions from the existing development/research, the same will be evaluated in Priori and accordingly the revenue sharing will be decided.

Note: Start-ups recognised by DPIIT will be given waiver as per GFR norms.

RESPONSE

1. Applicants must ensure that their IoA is submitted as per the formats attached with this document.
2. Application must be sent in sealed cover super scribed, as "IoA for Collaborative Innovation Partners" along with a soft copy to the email id ioa4ci@cdac.in.

EVALUATION CRITERIA

1. Screening of IoAs shall be carried out as per eligibility conditions mentioned in this document and based on verification of testimonials submitted.
2. IoA will be evaluated for short listing inter alia based on a large number of parameters such as demonstrated experience of handling similar type of projects, and number of projects completed in the relevant field, qualifications and core expertise of their manpower (especially in R&D), having financial strength of applicant, and presentation/proposal to the selection committee (if required).
3. Additional parameters like IPR's, patents granted, papers published, awards received, number of projects/processes licensed and commercialized, total number of projects completed in the relevant field, etc. will also be considered for R&D institutions and companies.
4. C-DAC will take up references and reserves the right to pay due heed to the applicant's performance elsewhere and any past experience from C-DAC.
5. C-DAC reserves the sole right for selection of Collaborative Innovation Partners.
6. Willingness/proposal of financing the proposed innovation/research and sharing of revenue once the innovation becomes product/solution and commercialised.

MINIMUM ELIGIBILITY CRITERIA

1. The applicant shall be a firm/company/partnership firm registered under the Companies Act, 2013/the partnership Act, 1932, Limited Liability Partnership Act, 2008 and Autonomous body, Education/Research institution, duly approved trust registered under Trusts Act, and society registered under Societies Registration Act, or any other relevant laws and who have their registered offices in India.
2. The applicant should be in existence for three years (03) and doing research/business from last three years (03).
3. The applicant should not have incurred loss in last two (02) financial years.
4. The applicant must have at least ten (10) full time technical staff/administrative staff on their roll for last six (06) months.
5. The applicant must not be blacklisted or debarred by any Central Govt./State Govt./PSU/Municipal Corporations/other Govt. Bodies, as on date of submission of proposals.
6. The applicant should have the necessary credentials and be suitably equipped to execute the activities envisaged in the indicative roles and responsibilities listed out.
7. The prime responsibility lies with applicant associating with C-DAC as the work/activities can't be fully or partially sub-let to any other entity without prior approval and written consent of C-DAC.

Note: The applicants should provide sufficient documentary evidence to support the eligibility criteria. C-DAC reserves the right to reject any proposal not fulfilling the eligibility criteria.

If in the view of applicant, any exemption/relaxation is applicable to them from any of the eligibility requirements, under any rules/process/guidelines/directives of Government of India, applicant may submit their claim for the applicable exemption/relaxation, quoting the valid rule/process/guidelines/directives. In this case the applicant must submit necessary and sufficient documents along with the technical bid, in support of their claim. The decision about granting the exemption/relaxation will be taken by the evaluation committee which is empowered to grant exemption/relaxation. The relevant and valid certificates in support of claim of exemption must be submitted as hard and soft copy.

STANDARD TERMS AND CONDITIONS

1. The present strength of C-DAC and collaborator in the proposed area of R&D will be evaluated in advance by third party and will be considered in sharing the revenue and then after the new project/solution will be developed and commercialised based on contribution of each collaborator.
2. Any funds contributed by the collaborator for Collaborative R&D will not be returned in any case.
3. IPR/patent cannot be shared with any third party without consent of each other.
4. Information shared with the collaborators cannot be shared with the third party unless agreed in writing by C-DAC.
5. Parties have the right to exit from the joint collaboration after the agreed time limit or within the period of agreement in case due progress as agreed is not adhered to/achieved.
6. NDA will be signed with all the collaborators.
7. Collaborators will not inform such arrangement/agreements to third party without the written consent of C-DAC.
8. **Contract/Agreement**
C-DAC will sign a NDA and contract/agreement with selected collaborators. The collaborator is required to give confirmation of the standard terms and conditions which will be part of the NDA

and contract/agreement. Thereafter, the selected collaborator shall be required to sign a specific collaborative agreement with C-DAC.

C-DAC reserves the right to enter into the collaborative agreement with more than one applicant/collaborator for the same technology/thematic area, on same or different terms.

The agreement shall cover the following basic contents, terms and conditions (but not limited to), as given below:

- a. The purpose/objectives/targets to be achieved, under the collaborative activity.
- b. The deliverables of either party in terms of time period, technological/product development, business volume/sales – quantitative and financial.
- c. Contribution of either party towards tangible and in-tangible resources.
- d. Revenue sharing and other financial aspect.
- e. Details of IPRs and patents, if any.
- f. Other procedural and legal terms.
- g. The clauses of agreement will be as per GFR/CVC guidelines

9. **Effective Date of the Contract/Agreement**

On selection of IoA, successful collaborators will be issued a “Letter of Association (LoA)” specifying the area of engagement.

The date of ‘Letter of Association’ would be deemed as effective date. In case a NDA and contract is to be signed by both the parties, the NDA and contract shall come into effect on the date of signatures of both the parties on the contract/agreement (Effective Date) or as agreed during negotiations. The performance of the services shall commence from the effective date of the contract/agreement.

10. **Indemnification**

The collaborator, its affiliates, shareholders, officers, directors, employees, agents, representatives, and customers shall keep C-DAC harmless from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable fees of attorneys) arising out of any claim, suit, action or proceeding (each, an "Action"), for any act(s) and omissions of such party under any proposal(s) to prospective client(s) or any resulting contract(s), or any infringement of existing laws, rules and regulations therefrom or any incidental matter or in any way arising there from.

11. **Law**

The collaboration shall be considered and made in accordance with the law of Republic of India and shall be governed by and interpreted in accordance with the law of Republic of India.

12. **Arbitration**

All disputes or differences arising out of or in connection with the Contract/Agreement shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract/Agreement or relating to performance, which cannot be settled amicably within sixty (60) days, then same shall be resolved by arbitration in accordance with following provisions:

A party to the Contract/Agreement may refer the dispute for arbitration to Director, Finance, C-DAC who may appoint an independent sole Arbitrator as per the provisions of Arbitration and Conciliation, Act, 1996 as amended from time to time and the proceeding shall be conducted in accordance with procedure of Arbitration & Conciliation Act, 1996. The Language of Arbitration shall be English and venue shall be Pune. Initially the cost of arbitration shall be borne equally by both the parties and finally as per the decision of the arbitrator. 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. The Courts of Pune shall have the sole jurisdiction to try and entertain the disputes which are not covered under the ambit of arbitration.

13. Right to Amend/Cancel

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

14. Termination of Contract/Agreement

C-DAC shall have the right to terminate the contract/agreement in part or in full in any of the following cases:

- The service is not received as per the conditions in contract/agreement.
- Breach of any of the conditions of the contract/agreement.
- The collaborator is declared bankrupt or become insolvent.
- Based on decision of the arbitrator.

15. Penalty for Use of Undue Influence

The applicant 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 in service of C-DAC 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 applicant or anyone employed by him or acting on his behalf (whether with or without the Knowledge of the applicant) or the commission of any offence by the applicant 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 to cancel the contract/agreement and all or other contract/agreements with the applicant and recover from the applicant the amount of any loss arising from such cancellation. A decision of C-DAC to the effect that a breach of the undertaking had been committed shall be final and binding on the applicant, giving or offering of any gift, bribe or inducement or any attempt at any such act behalf of the applicant towards any officer/employee of C-DAC or to any other person in a position to influence any officer/employee of C-DAC for showing any favour in relation to this or any other contract/agreement, shall render the applicant to such liability/penalty as C-DAC 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.

16. Intellectual Property Rights (IPR)

The thematic areas of research of C-DAC, which are offered for collaboration, are listed above. C-DAC holds the Intellectual Property Rights (IPRs) pertaining to the R & D in these areas. C-DAC reserves the right to hold these IPRs with them. The use of these IPRs will be allowed only for the purpose stipulated in the agreement to be signed for collaborative activity.

The IPRs generated during the collaborative activity, will be shared as per the mechanism devised by /approval of MeitY, the administrative Ministry of C-DAC.

17. Selection of Collaborators

The interested applicant may submit their proposal for any one or more technologies, mentioned above. However, it is essential for the applicant to comply with the eligibility requirement/s for which the proposal is submitted. The applicant should take utmost care to submit the necessary and sufficient documents in support of the eligibility requirements.

C-DAC reserves the right to accept/reject the proposal of R&D with any party/for any area.

18. Period of Collaboration

The applicant should state the approximate period required for completing the initial development activity for the selected technology/thematic area. The period of collaborative activity shall be mutually decided.

19. Preparation of Proposals

Applicant 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 dated signatures of the same authorized person signing the proposal documents. However, applicant shall not be entitled to amend add/delete/correct the clauses mentioned in the entire application.

20. Period of Validity of Proposals

- a. Proposals shall be valid for minimum 120 days from the date of submission. A proposal valid for a shorter period shall stand rejected.
- b. C-DAC may ask for the applicant's consent to extend the period of validity. Such request and the response shall be made in writing only. The applicant is free not to accept such request without forfeiting the EMD/BG. An applicant agreeing to the request for extension will not be permitted to modify his proposal.

21. Technical Presentation

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

- a. Nature of solutions/technologies, R & D activities undertaken by the applicant
- b. Knowledge, skills, expertise of applicant pertaining to solutions/technologies, for which proposal is submitted
- c. Achievements, awards won, etc.
- d. Plan/methodology for rendering the services for which the proposal is submitted.
- e. Details of R&D required from C-DAC

22. Proposal Opening & Evaluation of Proposals

- a. The proposals will be evaluated in two steps.
 - i. The proposals will be examined based on eligibility criteria stipulated to shortlist the eligible applicants.
 - ii. The technical proposals of only the short listed eligible applicants shall be evaluated based on overall credentials, capability, experience, expertise and resources available with the applicant.
- b. The proposals will be evaluated for short listing inter alia based on a large number of parameters such as demonstrated experience of handling similar type of project and number of projects completed in the relevant field, qualifications and core expertise of their

manpower, financial strength of firm, and presentation/proposal to the selection committee (if required).

- c. Additional parameters like patents granted, papers published, awards received, number of projects/processes licensed and commercialized, total number of projects completed in the relevant field, etc. will also be considered for R&D institutions and companies.
- d. C-DAC will take up references and reserves the right to pay due heed to the applicant's performance elsewhere and any past experience from C-DAC.
- e. C-DAC reserves the sole right for association/collaboration.
- f. A duly constituted evaluation committee shall evaluate the proposals. The committee shall be empowered to take appropriate decisions on minor deviations, if any.
- g. The applicant whose technical proposal is found to meet both the requirements as specified above will qualify for further processing.

23. **Corrupt or Fraudulent Practices**

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

24. **Confidentiality**

The applicant/collaborator and/or their personnel shall not, either during the term or after expiration of collaboration period under this RFP, 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. The applicant/collaborator 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. Information available on public domain is excluded from confidentiality clause. The selected collaborator will be required to sign a Non-Disclosure Agreement (NDA) with C-DAC towards the confidentiality requirements.

25. **Force Majeure**

The deliverables as specified in this document and the collaborative agreement, if and to the extent that, the financial contributions, the delay in performance or other failure to perform its obligations of either party, under the Agreement can be relaxed in case of 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, strikes at collaborator's premises or any other act beyond control of either party.

26. **Assignment**

Collaborator shall not assign, delegate or otherwise deal with any of its rights or obligation under this contract without prior written permission of C-DAC.

27. **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.

FORMATS FOR SUBMISSION

APPLICANT'S INTENT OF ASSOCIATION (FORMAT – 1)

To
Director General
C-DAC Innovation Park
Panchavati, Pashan
Pune: 411008

Subject: Submission of IoA for Collaborative Innovation Partner

Dear Sir,

In response to the Invitation for Intent of Association (IoA) published on C-DAC website for the above purpose, we would like to express interest for the same.

As instructed, we attach one set of the following documents in a sealed envelope and soft copy through mail:

1. Brief description of the vertical and area of collaborative innovation (maximum of 200 words)
2. Organizational details (Format - 2)
3. Experience in related fields (Format - 3)
4. List of experts on payroll (Format - 4)
5. Financial strength of the organization (Format - 5)
6. Declaration (Format - 6)

Sincerely Yours,

Signature of the Competent Authority (with date)

(full name)

(designation)

Stamp & Date

Encl.: As above.

Note

This is to be furnished on the letter head of the organization.

ORGANIZATIONAL DETAILS (FORMAT - 2)

S.No.	Organizational Contact Details	
1.	Name of the organization/year of establishment	
2.	Main areas of work	
3.	Type of organization firm/company/partnership firm registered under the Indian Companies Act, 1956/the partnership Act, 1932 etc.	
4.	Whether the Applicant has been blacklisted by any Central Govt./State Govt./PSU/ Govt. Bodies/Autonomous/Anywhere else? If yes, details thereof.	
5.	Address of registered office with telephone no. & fax	
6.	Name of the Contact Person with Telephone No. Mobile No. Email Id	
7.	Organization chart	
8.	Registration copy with any Govt/Govt undertaking Companies (if any)	
9.	Accreditation Details ISO/CMM	

Enclose:

1. Copy of Certificate of Incorporation.
2. Copy of Article of Association in respect of #3 above.
3. Undertaking in respect of #4 above.

Signature of the Applicant / Authorized Signatory

(Full name of the Applicant / Authorized Signatory)

Stamp & Date

EXPERIENCE OF THE ORGANIZATION (FORMAT – 3)

Experience in implementation of solutions similar to design/deployment of products/ solutions/ technologies					
S.No.	Items	Vertical/ Area of Work	Number of assignments during last five (05) years	Order Value of each assignment in Lakhs of INR <i>(enclose copy of each order)</i>	Mention the name of Client/Organization <i>(enclosed completion certificates)</i>
1.	Experience of assignments of similar nature				
2.	Experience in carrying out similar assignments in Government				
3.	Experience in carrying out similar assignments in Public sector				
4.	Provide annual turn-over details for the last three (03) consecutive financial years. It should be a CA certified document with name of CA registration number, signature and stamp.				
5.	Balance sheet and Income tax details for last three (03) years of the organization certified and stamped by CA.				
<i>Decision of Evaluating Committee in ascertaining “similar nature” and “similar assignment” will be final.</i>					

Signature of the Applicant / Authorized Signatory

(Full name of the Applicant / Authorized Signatory)

Stamp & Date

LIST OF EXPERTS ON PAYROLL (FORMAT – 4)

List of Full time employees on payroll				
S.No.	Name	Designation	Qualification	Relevant Experience
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Note: More rows can be added, if required.

Signature of the Applicant / Authorized Signatory

(Full name of the Applicant / Authorized Signatory)

Stamp & Date

FINANCIAL STRENGTH OF THE ORGANIZATION (FORMAT – 5)

Financial Strength of the Organization (Last 3 years)					
S.No.	Financial Year	Whether profitable Yes/No	Annual net profit <i>(in crores of INR)</i>	Overall annual turnover <i>(in crores of INR)</i>	Annual turnover from only Consultancy services rendered in India <i>(in crores of INR)</i>
1.					
2.					
3.					

Note: Please enclose auditor's certificate in support of your claim.

Signature of the Applicant / Authorized Signatory

(Full name of the Applicant / Authorized Signatory)

Stamp & Date

DECLARATION (FORMAT – 6)

Declaration

We hereby confirm that we are interested for collaboration for Implementation of solutions in areas like _____ as per your “Intent of Association”.

All the information provided herewith is genuine and accurate.

Authorized Person’s Signature

Name: _____

Designation: _____

Date of Signature: _____

Stamp

Note: The declaration is to be furnished on the letter head of the organization.