



CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING, CHENNAI

08 April 2026

Information to Bidders

“Expression of Interest for Engagement of Academia for Indigenous Multi-variant Operating System Ecosystem on Fixed Cost Basis”

Ref. EoI No: C-DAC(C)/SSM/EoI/OS-ACADEMIA/01, dated 01 April 2026

1. The Pre-bid Meeting was held on 08 April 2026 at 11:00 hrs, in accordance with the schedule specified in the EoI document.
2. All prospective bidders are requested to submit their queries/clarifications via email to **purchase-chennai@cdac.in** on or before 09 April 2026 (end of day).



प्रगत संगणन विकास केंद्र (सी-डैक)

Centre for Development of Advanced Computing (C-DAC)

(इलेक्ट्रॉनिक्स और सूचना प्रौद्योगिकी मंत्रालय (MeitY), भारत सरकार की एक वैज्ञानिक संस्था)
(A Scientific Society of the Ministry of Electronics & Information Technology (MeitY), Government of India)

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**Expression of Interest
for
Engagement of Academia for Indigenous Multi-variant
Operating System Ecosystem
On
Fixed Cost Basis**

EoI No: C-DAC(C)/SSM/EoI/OS-ACADEMIA/01

Publishing Date: 01st April 2026

Closing Date: 15th April 2026 at 17:30 HRS IST

Disclaimer:

This Expression of Interest (EoI) is issued by the Centre for Development of Advanced Computing (C-DAC) for the purpose of inviting applications from eligible Academia Institutions for engagement in the proposed Indigenous Multi-variant Operating System Ecosystem initiative.

This EoI document is intended solely to provide interested applicants with preliminary information to assist them in expressing their interest. The information contained in this document is provided on an “as is” basis, without any warranty, express or implied, and is subject to change without prior notice.

C-DAC does not make any representation or warranty regarding the accuracy, completeness, or reliability of the information contained in this EoI. Applicants are advised to conduct their own independent assessment and seek appropriate advice, as deemed necessary, before submitting their application.

The issuance of this EoI does not constitute a commitment or obligation on the part of C-DAC to proceed with any selection process, engagement, or contract. C-DAC reserves the right, at its sole discretion, to:

- Amend, modify, or cancel the EoI process at any stage without prior notice;
- Accept or reject any or all applications without assigning any reason;
- Seek additional information or clarification from applicants;
- Shortlist and/or empanel one or more applicants based on its internal evaluation criteria;
- Discontinue the process at any stage without incurring any liability.

Submission of an application in response to this EoI shall be deemed to constitute acceptance of all the terms and conditions contained herein.

All costs incurred by applicants in connection with the preparation and submission of their EoI, including participation in discussions or presentations, shall be borne entirely by the applicants. C-DAC shall not be liable for any such costs, regardless of the outcome of the process.

The information contained in this EoI is confidential and shall not be disclosed, reproduced, or distributed without the prior written consent of C-DAC, except for the purpose of preparation and submission of the application.

1. Background

The Centre for Development of Advanced Computing (C-DAC), an autonomous scientific society under the Ministry of Electronics and Information Technology (MeitY), Government of India, is undertaking an initiative to conceptualize, design, and architect an indigenous multi-variant operating system ecosystem capable of supporting diverse computing environments.

The proposed ecosystem is envisaged to support a wide spectrum of computing platforms including, but not limited to:

- Desktop Computing Systems
- Server and Data Centre Infrastructure
- Mobile Computing Platforms
- Embedded and Edge Computing Devices
- High Performance Computing (HPC) Systems

This initiative aims to establish a secure, scalable, resilient, and sovereign operating system ecosystem, aligned with national priorities such as AtmaNirbhar Bharat, Digital Sovereignty, and the development of secure national digital infrastructure.

In order to support the preparation of a Detailed Project Report (DPR) and development of a comprehensive technology roadmap, C-DAC proposes to identify and empanel eligible academic institutions possessing strong research and technical expertise in operating systems and related domains.

Accordingly, **C-DAC invites Expressions of Interest (EoI) from recognized academic institutions, including universities, deemed universities, and premier technical institutes**, to indicate their interest and capability in contributing domain expertise, research inputs, architectural recommendations, standards frameworks, and ecosystem development strategies for the proposed indigenous multi-variant operating system ecosystem.

2. Objective of the EoI

The objective of this **Expression of Interest (EoI)** is to engage **recognized academic institutions** to provide inputs to C-DAC in the **preparation of a Detailed Project Report (DPR)** for the proposed **indigenous multi-variant operating system ecosystem initiative**. **This engagement is based on the pre-defined fixed non-negotiable cost provided in this EoI.**

The engaged academic institutions shall provide **research-based technical inputs, domain expertise, and analytical support** for conceptualizing the architecture, defining standards and specifications, and developing a comprehensive technology roadmap for the proposed ecosystem.

The engagement is intended to facilitate academic contributions towards:

- System architecture and design (including HLD/LLD inputs)
- Technology evaluation, gap analysis, and identification of components requiring indigenous development
- Formulation of standards, specifications, and interoperability frameworks
- Security, resilience, and compliance considerations
- Integration of emerging technologies and future-ready design approaches
- Estimation of manpower, cost, timelines, and infrastructure inputs for DPR
- Development of implementation roadmap, phases, and milestones
- Identification of domains for the generation / creation of new IPs.
- Explore / Study the existing IPs in the various domains of OS.

The empanelled institutions shall contribute **structured technical inputs, reports, and recommendations** for inclusion in the DPR.

The engagement under this EoI is primarily intended to support technical analysis, architecture planning, ecosystem development, and structured inputs required for DPR preparation.

Table of Contents

ACTIVITY SCHEDULE	8
SECTION-I: ELIGIBILITY CRITERIA	9
SECTION-II: SCOPE OF WORK	11
1. Strategic Objectives of the Engagement:	11
The engagement shall contribute to the following strategic objectives:	11
2. General Responsibilities	11
3. Common Domain Group	12
3.1. Kernel	12
3.2. Middleware / Toolchain	12
3.3. Security	12
3.4. Hardware / Firmware	12
3.5. Network & Storage	12
3.6. Ecosystem	13
3.7. AI & Emerging Technologies	13
3.8. Post-Quantum Cryptography & Quantum-Related Considerations	13
4. Device-Specific Groups	14
4.1. Desktop Operating System Group	14
4.2. Server Operating System Group	15
4.3. Embedded Operating System Group	15
4.4. Mobile Operating System Group	16
4.5. High Performance Computing (HPC) Operating System Group	16
5. Deliverables	16
6. Engagement Modality	17
SECTION-III: EVALUATION OF EoI RESPONSES	18
1. Evaluation Process	18
2. Selection Criteria	18
2. Evaluation Criteria	19
SECTION-IV: FIXED COST FOR LINE ITEMS	22
1. Fixed Cost	22
2. Basis Fixed Cost for Scope of Work	22
3. General Conditions	23
4. Bid Validity	23

SECTION-V: MILESTONE-WISE PAYMENT TERMS	24
SECTION-VI: AWARD OF ENGAGEMENT AND WORK EXECUTION PERIOD	25
1. Award of Contract	25
2. Security Deposit / Performance Security	25
3. Engagement Validity	26
4. Work Execution Period	26
SECTION-VII: EOI SUBMISSION PROCESS	27
1.Proposal submission by Applicant	27
SECTION-VIII: GENERAL TERMS	28
1. Acceptance of Terms	28
2. Confidentiality Clause	28
3. Subcontracting Clause	29
4. Compliance with Laws	29
5. Indemnity	29
6. Non-Disclosure Agreement (NDA)	29
7. Limitation of Liability	30
8. Intellectual Property Rights (IPR)	30
9. Conflict of Interest	31
10. Termination	31
11. Force Majeure	32
12. Dispute Resolution, Governing Law and Jurisdiction	32
13. Severability	33
14. Assignment	33
15. Ethics	33
16. Delay and Liquidated Damages	33
17. Right to Reject Bids	33
18. Integrity Pact / Non-Collusion	34
19. Corrupt or Fraudulent Practices	34
20. Language	34
21. Clarification of Bids	35
22. Compliance and Audit	35
23. Blacklisting / Debarring	35

ANNEXURE-1 BID COVER LETTER	36
ANNEXURE-2 Tender Acceptance Letter & Undertaking For Non-Blacklisting Firm	38
ANNEXURE-3 Bid Security Declaration (To be given on Company Letterhead)	39
ANNEXURE-4 MAKE IN INDIA DECLARATION	40
ANNEXURE-5 CONFLICT OF INTEREST	41
ANNEXURE-6 Certificate / Undertaking From Bidder wrt Beneficial Owner / Bidder From Land Border Sharing Countries To INDIA	42
ANNEXURE-7 Authorization Letter	43
ANNEXURE-8 INTEGRITY PACT	44
ANNEXURE-9 Data Deletion Undertaking	52
ANNEXURE-10 NDA Format	53

ACTIVITY SCHEDULE

Activity	Date	Time
Date of Release of EoI Document	1 st April 2026	1800 Hrs
Last Date of Sending Queries through email	7 th April 2026	1700 Hrs
Date of Pre-submission Meeting	8 th April 2026	1100 Hrs
Pre-Submission Meeting Link	https://meet.google.com/wzq-kjck-rrg	
Last Date of Submission of Applications	15 th April 2026	1730 Hrs
Date of Opening of EoI	15 th April 2026	1800 Hrs
Date of Presentation	Will be intimated	Will be intimated

SECTION-I: ELIGIBILITY CRITERIA

1. The prospective bidders must meet the minimum eligibility criteria given below. Prospective bidder claiming exemption as per Govt. norms are required to submit relevant exemption certificates / references.
2. Submission of minimum supporting documents is mandatory for eligibility evaluation.
3. Documents may be self-authored, institutional, or organizational in nature.
4. Evidence is required only for assessment of domain maturity and does not imply transfer of IP.
5. Consortium Bid participation is not allowed under this subject RFP.

	Eligibility Criteria	Details	Supporting Documents Required
1	Institutional Eligibility	The applicant must be a recognized academic institution (University / Deemed University / IIT / NIT / IIIT / Government-funded research institution). Individual applications are not permitted.	Valid accreditation / recognition certificate (UGC/AICTE/NAA C or equivalent)
2	Domain Expertise	Demonstrated expertise in Operating Systems / Systems Software / Embedded Systems / Distributed Systems / HPC / Cyber Security or Technology / Domain related to OS Ecosystem.	Department profile; research group details;
3	Principal Investigator (PI)	A designated faculty lead (PI) with PhD and minimum 3 years of relevant experience in the domain.	PhD certificate; CV; experience certificate; appointment proof
4	Acceptance of Fixed Cost	The applicant institution must agree to undertake the engagement on a fixed cost basis as determined by C-DAC. No request for revision or negotiation of the cost shall be entertained.	Undertaking / Declaration on institutional letterhead duly signed by authorized signatory confirming acceptance of fixed cost
5	Annexures 1 to 10	ANNEXURE-1 BID COVER LETTER	All annexures to be submitted along with

	Eligibility Criteria	Details	Supporting Documents Required
		<p>ANNEXURE-2 TENDER ACCEPTANCE LETTER & UNDERTAKING FOR NON-BLACKLISTING FIRM</p> <p>ANNEXURE-3 BID SECURITY DECLARATION (TO BE GIVEN ON COMPANY LETTERHEAD)</p> <p>ANNEXURE-4 MAKE IN INDIA DECLARATION</p> <p>ANNEXURE-5 CONFLICT OF INTEREST</p> <p>ANNEXURE-6 CERTIFICATE / UNDERTAKING FROM BIDDER WRT BENEFICIAL OWNER / BIDDER FROM LAND BORDER SHARING COUNTRIES TO INDIA</p> <p>ANNEXURE-7 AUTHORIZATION LETTER</p> <p>ANNEXURE-8 INTEGRITY PACT</p> <p>ANNEXURE-9 DATA DELETION UNDERTAKING</p> <p>ANNEXURE-10 NDA FORMAT</p>	<p>technical bid cover.</p>

SECTION-II: SCOPE OF WORK

The following represents a broad scope of work, but not limited to, in order to enable bidders to understand the baseline requirements. The scope may be refined, modified, or updated dynamically during the review process. Bidders shall propose new IP, novel security primitives, or indigenous OS subsystems, not found in existing upstream projects.

- **Strategic Objectives of the Engagement:**

The engagement shall contribute to the following strategic objectives which forms an integral part of the scope of work of the common domain and device specific groups for all the OS Architectures (viz. x86, ARM, AMD64, RISC V etc. but not limited to), elaborated in subsequent paras:

- Identification of existing components that may require indigenous development from scratch where suitable alternatives are unavailable or strategically undesirable.
- Identification and conceptualization of new components or subsystems required to support the envisioned operating system ecosystem.
- Recommendations for generation of intellectual property (IP) including patents, copyrights, trademarks, and other protectable assets.
- Explore / Study the existing IPs in the various domains of OS.
- Preparation of standards and technical specifications for all components envisaged under the proposed indigenous OS ecosystem.
- Estimation of manpower requirements, cost implications, implementation timelines, and infrastructure requirements, to serve as structured inputs to the DPR.
- Development of a technology roadmap supporting long-term sustainability and ecosystem growth.
- HLD & LLD of the proposed indigenous OS ecosystem to serve as structured inputs to the DPR.
- Preparation & Submission of Inception Report, Feasibility Report & Detailed Project Report (DPR).

- **General Responsibilities**

Resources onboarded under this engagement shall be responsible for:

- Analysing existing global and indigenous technology landscapes relevant to their domain
 - Identifying gaps, risks, dependencies, and constraints
 - Recommending architecture, design principles, and technology stacks
 - Defining standards, interfaces, and interoperability requirements
 - Estimating effort, timelines, resource requirements, and cost inputs
 - Supporting formulation of implementation phases and milestones
 - Contributing to security, compliance, and resilience considerations
 - Providing inputs for Make-in-India, AtmaNirbhar, and ecosystem enablement
 - Participating in workshops, reviews, and consultations as required
 - Preparing structured technical inputs for inclusion in the DPR
- **Common Domain Group.** All contributions under the common domain shall be developed using a modular, API-driven architecture, ensuring portability and seamless integration across all five OS variants (viz. Desktop, Servers, HPC, Mobile & Embedded). The bidder shall ensure adherence to common interfaces, shared libraries, and standardized frameworks to enable reuse, scalability, and maintainability across variants.
 - **Kernel**
 - Evaluate kernel architectures suitable for multi-device environments
 - Define requirements for modularity, scalability, performance, and reliability
 - Recommend real-time, deterministic, and security-hardened kernel features
 - Assess long-term maintainability and upstream strategy
 - Hardened LTS Kernel Baseline, Reproducible Build Framework, LSM Stacking & Policy Framework, Real-Time Kernel Variant, Virtualization Integration, Container Runtime Hooks, eBPF Observability, AI-Assisted Live Patching, etc.
 - **Middleware / Toolchain**
 - Define middleware layers for application, service, and device abstraction
 - Recommend compiler toolchains, build systems, and debugging frameworks
 - Assess cross-platform portability and developer productivity aspect

- Hardware Abstraction Layer (HAL), Atomic Update & Rollback, Centralized Policy Engine, App Sandbox Model, Multilingual Framework, Accessibility Layer, Middleware Abstraction APIs, etc.
- **Security**
 - Define end-to-end security architecture including boot, runtime, and update mechanisms
 - Recommend identity, access control, cryptographic services, and trust frameworks
 - Address compliance with national security and cyber resilience requirements
 - Secure Boot & Measured Boot, TPM, Supply Chain Security, SBOM Framework, AI-Based IDS/IPS, Anti-Rootkit Protection, Compliance Automation, VA/PT Framework, etc.
- **Hardware / Firmware**
 - Assess hardware abstraction, firmware interfaces, and secure boot mechanisms
 - Define requirements for heterogeneous hardware platforms
 - Recommend strategies for vendor neutrality and hardware compatibility
 - Signed Driver Ecosystem, Firmware Update Pipeline, Indigenous SoC Porting, AI Plug-and-Play Peripheral System, Hardware Compatibility Testing, etc.
- **Network & Storage**
 - Define network stack requirements for performance, resilience, and scalability
 - Assess storage architectures including local, distributed, and secure storage
 - Address fault tolerance, redundancy, and disaster recovery considerations
 - Secure Networking Stack, SDN Integration, Enterprise Storage Stack, HPC Networking & I/O, PXE Bootable Secure OS, Scalability Testing, etc.
- **Ecosystem**
 - Define strategies for developer, vendor, and solution partner ecosystem creation
 - Recommend policies for onboarding, certification, and compliance

- Assess sustainability, governance, and lifecycle management models
 - Indigenous Office Suite, Secure Browser, App Store & Registry, Developer SDK, LTS Governance Model, etc.
- **AI & Emerging Technologies**
 - Identify integration points for AI/ML acceleration and inference frameworks
 - Assess relevance of edge AI, autonomous management, and observability
 - Recommend future-proofing strategies for emerging technologies
 - AI Telemetry Pipeline, AI Self-Healing Framework, Federated Learning, AI-Based Performance Optimization, Voice Assistant Integration, etc.
 - **Post-Quantum Cryptography & Quantum-Related Considerations**
 - Assess cryptographic agility and post-quantum readiness
 - Identify transition strategies and hybrid cryptographic models
 - Recommend roadmap alignment with global quantum developments
 - Post-Quantum Cryptography (PQC), Hybrid Key Management, Quantum-Safe Boot Study, National Quantum Mission Alignment, etc.
- **Device-Specific Groups**
 - **Desktop Operating System Group**
 - Define requirements for stability, usability, and enterprise readiness
 - Desktop Environment & UI/UX Framework
 - Recommend UI/UX frameworks ensuring accessibility, consistency, and performance
 - Address customization and theming requirements
 - Application Store & Build Pipelines
 - Define secure application distribution, signing, and update mechanisms
 - Recommend CI/CD pipelines for desktop application ecosystems
 - Accessibility Compliance, Sovereign Office Stack Integration, Format Compatibility Validation, Hardened Browser Development, Enterprise Policy Enforcement, Secure Exam Mode Integration, Offline AI Writing & Coding Assistant, Offline Translation Engine, Centralized Configuration &

Enrollment, Update Orchestration, Legacy App Compatibility, System Restore & Snapshot Rollback, etc.

o **Server Operating System Group**

- Define scalability, availability, and performance requirements
- Virtualization / Container Technologies
- Assess hypervisors, container runtimes, and isolation mechanisms
- Automation & Orchestration
- Recommend orchestration, configuration management, and observability frameworks
- Address data-centre and cloud-native operational models
- Minimal Attack-Surface Server Build, Service Minimization & Audit, CSI/CNI Plugin Development & Validation, Cluster Deployment Validation, Failover Services & Heartbeat Monitoring, CI/CD Pipeline with Security Gates, Automated Patch & Deployment Pipeline, Distributed Storage Validation, Sovereign MAC/MLS Kernel Module, MLS-Aware Network Stack, MLS Policy Management Console, etc.

o **Embedded Operating System Group**

- Define lightweight, secure, and modular OS requirements
- Real-Time & Deterministic Components
- Assess real-time scheduling, latency guarantees, and predictability
- Ubiquitous Intelligent Network Stack
- Define networking for constrained, distributed, and intelligent devices
- Address resilience and autonomy in disconnected environments
- Sovereign Modular Embedded Distro, Low-Latency Real-Time OS Variant, Safety-Critical Monitoring: Watchdogs & Fail-Safe States, Infotainment Stack & CAN Bus Integration, ICS-Hardened OS for Industrial Control Systems, Secure OTA Update with Rollback, Trusted Execution Environment Integration, etc.

- **Mobile Operating System Group**

- Define performance, power efficiency, and security requirements
- Application Sandboxing with Privacy Controls
- Recommend application isolation, permission models, and privacy enforcement
- System-Level Mobile Management Agent
- Define device management, policy enforcement, and remote-control mechanisms
- Sovereign Baseline Build, Proprietary Blob Reduction, Secure Boot Chain with Device Attestation, Per-App Strict Isolation & Runtime Permission Monitoring, Sovereign App Distribution Platform, Device Enrollment, Remote Wipe & Policy Enforcement, Data Transparency UI & Compliance, Secure Biometric API Framework, OEM Customization Toolkit & Reference Device, etc.

- **High Performance Computing (HPC) Operating System Group**

- Define requirements for large-scale compute environments
- Assess kernel optimizations for low-latency and predictable execution
- Recommend scheduling and memory management strategies for HPC workloads
- NUMA Topology-Aware Scheduler Tuning, High-Performance Networking & Storage Protocol Integration, Large-Scale Parallel I/O Integration & Validation, HPC Container Orchestration, Dedicated SOC for HPC Telemetry & Cluster Security, Benchmark Certification, Multi-Node Cluster Scaling & Failover Validation, etc.

- **Deliverables**

The domain experts shall contribute the following deliverables for inclusion in the DPR:

- Domain-wise technical notes and detailed recommendations.
- Architecture diagrams, reference designs, and design considerations.
- Technology evaluation and comparative analysis of alternative approaches.

- Identification of components requiring indigenous development and new subsystem creation.
- Draft standards, specifications, and interoperability frameworks.
- Risk assessment and mitigation strategies.
- Implementation roadmap including phases, milestones, and governance models.
- Estimated manpower requirements, cost inputs, and implementation timelines.
- Recommendations for IP generation and technology ownership models.
- Inception & Feasibility Report, Standards & Specifications; & DPR.

- **Engagement Modality**

- Engagement shall be advisory, consultative, and contributory in nature
- Inputs may be provided through documents, presentations, and workshops
- All outputs shall remain the intellectual property of the sponsoring organization.
- Confidentiality and conflict-of-interest obligations shall apply

Note: The selected academic partner shall be required to collaborate with other stakeholders, including Industry and Startups, identified by C-DAC, for the preparation of a Detailed Project Report (DPR) for the proposed indigenous multi-variant operating system ecosystem initiative.

SECTION-III: EVALUATION OF EoI RESPONSES

1. Evaluation Process

- 1.1. Subsequent to submission of EoI responses, C-DAC shall scrutinize the applications based on the eligibility criteria specified in this document.
- 1.2. Only those applicants who meet the eligibility criteria shall be considered for further evaluation.
- 1.3. The shortlisted eligible applicants shall be invited to make a technical presentation / interaction before the Evaluation Committee.
- 1.4. The evaluation shall be carried out by a duly constituted Evaluation Committee of C-DAC, based on the Technical Evaluation Criteria tabulated below.
- 1.5. The minimum qualifying marks for technical evaluation shall be 80%. Applicants scoring below this threshold shall not be considered for further process of empanelment.
- 1.7. C-DAC reserves the right to verify any information, documents, or references provided by the applicants at any stage of the evaluation process.
- 1.8. The recommendations of the Evaluation Committee shall be submitted to the Competent Authority, whose decision shall be final and binding. C-DAC reserves the right to accept or reject any application without assigning any reason.

2. Selection Criteria

- 2.1. The evaluation shall be carried out domain-wise / line-item-wise, as defined in the Scope of Work.
- 2.2. For each domain / line item, only one (01) academic institution shall be selected based on the highest marks obtained, subject to meeting the minimum qualifying criteria of 80%.
- 2.3. In case no applicant qualifies the minimum threshold for a particular domain, C-DAC reserves the right not to select any applicant for that domain.
- 2.4. The selected institutions shall be engaged on a fixed cost basis, as specified in Section-IV of this document.
- 2.5. The Academic Institutions are allowed to apply for all the line items (13) based on their domain expertise.

3.Evaluation Criteria

S No	Description	Supporting Documents	Max Marks
Common Evaluation Criteria			
1	Presentation	Research Depth in Relevant OS Domain	
	Understanding of the Domain & Problem Statement	Demonstration of clear understanding of the relevant Operating System domain, current technological landscape, challenges, and opportunities.	5
	Technical Approach & Proposed Methodology	Clarity, feasibility, and robustness of the proposed technical approach, methodologies, tools, and frameworks to address the domain requirements.	10
	Innovation, Originality & Indigenous Capability	Novel ideas, research orientation, indigenous technological capabilities, and potential for creating differentiated solutions or IP.	10
	Team Competence & Execution Capability	Expertise of the proposed team members, experience in similar domains, and capability to execute the proposed work effectively.	10
	Vision, Scalability & Ecosystem Contribution	Long-term vision, ability to scale solutions, contribution to the larger OS ecosystem, and alignment with national technology objectives.	10
2	Domain-Specific Expertise (Kernel/ Security/OS etc.)	Project portfolio, Technical write-ups	10
Total			55
Domain(s) Specific Evaluation Criteria			
S No	Common Domain Group	Minimum Supporting Documents (Any One Category)	Max Marks
1	Kernel	Kernel architecture, scheduling, memory management, determinism Minimum 2 – Patents / International Technical Journals and publications / whitepapers (or) 1 - Prototype /	45

		PoC / Kernel module (or) Documented Industry / System deployment experience	
2	Middleware / Toolchain	Compilers, runtimes, build systems, developer tooling Minimum 2 - Patents/ International Technical Journals and publications / Whitepapers / Technical notes (or) CI/CD pipeline / Toolchain documentation (or) Open-source contribution evidence	45
3	Security	Secure boot, crypto, access control, system hardening Minimum 2 - Security architecture / Crypto design documents (or) 1- Security PoC / Implementation report OR Standards / compliance mapping document	45
4	Hardware / Firmware	Firmware, BSPs, Hardware abstraction Minimum 1 - Firmware / BSP design document and 1- Integration / Validation report	45
5	Network & Storage	Network stack, Storage architecture, Performance optimization Reports Minimum 2 - Architecture / Performance reports (or) 1 validated PoC / Benchmark report	45
6	EcoSystem	Governance, Onboarding, Certification models Minimum 1- Ecosystem strategy / Policy document and 1-Case study or Reference framework	45
7	AI & Emerging Tech	AI integration, Autonomy, Observability Minimum 2 - Patents/ International Technical Journals and publications / Research papers / Whitepapers (or) 1- Experimental prototype / Framework Integration Note	45
8	PQC & Other Quantum Related Issues	Crypto agility, PQC transition strategy Minimum 1 - Standards alignment / Whitepaper and 1-Experimental / Simulation report	45
	Device Specific Group	Minimum Supporting Documents	

9	Desktop OS Desktop Env & UI/UX Framework AppStore, Build Pipelines	Minimum 1 - Architecture document (and) 1- Deployment / integration reference Minimum 2 - UI/UX framework / Design documents (or)1 working prototype Minimum 1- CI/CD pipeline document (and) 1 -Security / Signing workflow note	45
10	Server OS Virtualization / Container Technology Automation & Orchestration	Minimum 1- System architecture document (and) 1 - Operational / deployment case Minimum 1 -Virtualization / container PoC (or) Benchmark / Evaluation report Minimum 1- Orchestration design document (and) 1 - Automation workflow / Script reference	45
11	Embedded OS Real Time & Deterministic Components Ubiquitous Intelligent Network Stack	Minimum 1- Embedded OS build / BSP document (and) 1 - Validation Report Minimum 1 - Latency / Determinism analysis report Minimum 1 - Protocol / Architecture design document (and) 1 - Simulation / PoC report	45
12	Mobile OS App Sandboxing with Privacy Controls System Level Mobile Management Agent	Minimum 1 - OS architecture / Porting document Minimum 1 - Security / Permission model document (and) Minimum 1 - Implementation or PoC note Minimum 1- Device management architecture document (and) Minimum 1- Deployment or Prototype reference	45
13	HPC OS Deterministic Kernel NUMA – Aware Scheduling	Minimum 1- HPC OS design document (and) Minimum 1 -Performance Evaluation report Minimum 1- Kernel Optimization / Determinism study Minimum 1- Scheduler design document and Minimum 1 - Memory / Performance benchmark report	45

Note : Out of the total 100 marks, 55 marks are allocated to the “**Common Evaluation Criteria**” applicable to all bidders who qualify in the Eligibility Criteria stage of the RFP. The remaining 45 marks are allocated to the “**Domain(s) Specific Evaluation Criteria,**” applicable to bidders for their respective domain areas for which they have submitted bids.

SECTION-IV: FIXED COST FOR LINE ITEMS

1. Fixed Cost

1.1. The empanelled academic institutions shall be engaged on a **fixed cost basis** for each domain / line item, as determined and approved by C-DAC.

1.2. The amount is **fixed and non-negotiable**. No request for revision, escalation, or additional financial claims shall be entertained at any stage.

1.3. The fixed cost applicable for each domain / line item is tabulated below.

2. Fixed Cost for Scope of Work

The empanelled academic institutions shall be engaged on a fixed cost basis for each domain / category as detailed below. The cost is inclusive of all applicable GST, and is non-negotiable.

S. No.	Categories of Empanelment	Fixed Cost including GST (₹) in Lacs
Common Domain Group		
1	Kernel	9.45
2	Middleware / Toolchain	9.45
3	Security	9.45
4	Hardware / Firmware	9.45
5	Network & Storage	9.45
6	Ecosystem	9.45
7	AI & Emerging Technologies	9.45
8	Post-Quantum Cryptography (PQC) & Quantum-related Areas	9.45
Device Specific Group		
9	Desktop Operating System	6.75
10	Server Operating System	6.75
11	Embedded Operating System	6.75
12	Mobile Operating System	6.75
13	High Performance Computing (HPC) Operating System	6.75

Note:

- The above cost is fixed and binding, and no request for revision shall be entertained.
- The cost is inclusive of all expenses, including manpower, institutional overheads, documentation, meetings, and applicable taxes.
- Only One academic institution shall be selected for each line item based on evaluation criteria. However, the Academic Institutions are allowed to apply for all the line items (13) based on their domain expertise.

3. General Conditions

3.1. No advance payment shall be made.

3.2. C-DAC reserves the right to **withhold or adjust payments** in case of non-performance, incomplete deliverables, or delay in submission of agreed outputs.

3.3. No additional payment shall be made for any work beyond the agreed scope.

3.4. All applicable statutory deductions, including taxes, shall be made as per prevailing rules.

3.5. In case of unsatisfactory performance or failure to meet timelines, C-DAC reserves the right to terminate the engagement without any further financial liability.

4. Bid Validity

The bid submitted by the bidder shall remain **valid for a period of ninety (90) days** from the **last date of submission of bids**.

During the bid validity period, the bidder shall **not withdraw or modify the bid** submitted. In case the bidder withdraws the bid during the validity period, appropriate action may be taken as per applicable rules.

SECTION V: MILESTONE-WISE PAYMENT TERMS

Fixed cost payments (Line item wise) under this contract shall be released milestone-wise upon successful submission and explicit written acceptance of the deliverables by C-DAC. The successful bidder shall submit the deliverables as per the scope of work, and the payment shall be processed after due verification and acceptance by C-DAC.

The milestone-wise payment schedule shall be as follows:

Milestone	Deliverables	Timelines	Payment (%)
Milestone 1	<ol style="list-style-type: none"> 1. Submission of domain-wise technical notes, initial technical assessment, and detailed recommendations relevant to the assigned domain. 2. Submission of Inception Report & Feasibility Report. 3. Minimal 20 meetings (online) 	D+30 Days	20%
Milestone 2	<ol style="list-style-type: none"> 1. Submission of architecture diagrams, reference designs, and design considerations. 2. Submission of the OS Standards & Specifications Document 3. Minimal 15 meetings (online) 	D+60 Days	30%
Milestone 3	<ul style="list-style-type: none"> ● Submission of Draft DPR. ● Minimal 15 meetings (online) 	D+75 Days	25%
Milestone 4	Submission of the final DPR, incorporating the governance models: <ul style="list-style-type: none"> ● Programme roadmap with defined phases and milestones ● Cost estimates and funding mechanisms ● Auditing, verification, and validation processes ● Collaboration and ecosystem development strategy ● Implementation approach across Desktop, Servers, HPC, Embedded, and Mobile platforms ● Minimal 10 meetings (online) 	D+90 Days	25%

Note :

1. **‘D’ denotes the Date of Award of Contract.**
2. **Payment shall be made upon submission of a valid GST invoice and after acceptance of the deliverables by C-DAC duly certified by the designated expert committee.**

SECTION VI: AWARD OF ENGAGEMENT AND WORK EXECUTION PERIOD

1. Award of Engagement

1.1. Based on the evaluation of EoI responses, C-DAC shall engage eligible academic institutions for each domain / line item as defined in this document.

1.2. For each domain / category, one (01) academic institution shall be selected based on the highest marks obtained, subject to meeting the minimum qualifying criteria.

1.3. The selected institution(s) shall be issued a Letter of Engagement (LoE) / Work Order specifying the scope, deliverables, timelines, and applicable fixed cost.

1.4. The empanelment / engagement shall be non-exclusive, and C-DAC reserves the right to engage additional institutions, if required, in the interest of the project.

1.6. The selected institution shall be required to formally accept the terms and conditions, including the fixed cost, within the stipulated time, failing which C-DAC reserves the right to cancel the offer and proceed with another eligible applicant.

1.7. C-DAC reserves the right to cancel, modify, or withdraw the engagement at any stage without assigning any reason.

2. Performance Security

2.1. The selected academic institution may be required to submit a Performance Security equivalent to Five Percent (5%) of the total cost, within ten (10) days from the date of issuance of the Letter of Engagement (LoE) / Work Order.

2.2. The Performance Security may be submitted in the form of:

- Bank Guarantee from a Nationalized / Scheduled Commercial Bank, or
- Demand Draft / Banker's Cheque / Online payment, as acceptable to C-DAC.

2.3. The Performance Security shall remain valid for the entire engagement period plus sixty (60) days beyond completion.

2.4. The Performance Security is intended to ensure due performance of obligations under the engagement.

2.5. In case of non-performance or breach of terms, C-DAC reserves the right to forfeit the Performance Security, wholly or partially.

2.6. The Performance Security shall be released without interest after satisfactory completion of all deliverables.

3. Engagement Validity

3.1. The engagement under this EoI shall remain valid for a period of one (01) year from the date of issuance of the Letter of Engagement (LoE) / Work Order, unless terminated earlier.

3.2. During the validity period, the empanelled institution shall fulfill all obligations and deliverables as specified in the Scope of Work.

3.3. The cost shall remain fixed for the entire duration of engagement, with no escalation permitted.

3.4. Any extension of engagement, if required, shall be subject to mutual agreement and approval of the Competent Authority.

4. Work Execution Period

4.1. The activities under the engagement shall be completed within a period of three (03) months from the date of issuance of the Letter of Engagement (LoE) / Work Order.

4.2. The selected institution shall commence work immediately upon issuance of the LoE / Work Order and adhere to the defined timelines.

4.3. In case of delay in submission of deliverables, C-DAC may take appropriate action, including withholding of cost or other measures, as deemed appropriate.

4.4. In exceptional circumstances, the timeline may be extended by C-DAC, subject to valid justification and approval of the Competent Authority.

SECTION VII: EOI SUBMISSION PROCESS

1. Proposal Submission by Applicant

1.1 Single Cover Submission (Physical Mode Only)

Applicants are required to submit their Expression of Interest (EoI) response in a single sealed envelope, clearly superscribed as:

“Expression of Interest for Engagement of Academia for Indigenous Multi-variant Operating System Ecosystem On Fixed Cost Basis”

The sealed envelope shall contain duly filled and signed copies of the following documents/annexures with proper pagination and indexing:

1.2 Mandatory Annexures

- Annexure–1: Covering Letter (EoI Submission Form)
- Annexure–2: EoI Acceptance & Undertaking for Non-Blacklisting
- Annexure–3: Bid Security Declaration
- Annexure–4: Make in India & Land Border Compliance Declaration
- Annexure–5: Conflict of Interest Declaration
- Annexure–6: Land Border Sharing Declaration
- Annexure–7: Authorization Letter (Authorized Signatory)
- Annexure–8: Integrity Pact (duly signed)
- Annexure–9: Data Deletion Undertaking
- Annexure–10: Non-Disclosure Agreement (NDA)

1.3 Supporting Documents as per eligibility criteria and technical credentials.

1.4 Submission Details

The sealed envelope must be submitted at the following address on or before the specified deadline:

Purchase Division

Centre for Development of Advanced Computing (C-DAC)

Tidel Park, 8th Floor, ‘D’ Block (North & South)

No. 4, Rajiv Gandhi Salai, Taramani

Chennai – 600113

1.5 Important Instructions

1.5.1 Submission shall be only in physical mode.

1.5.2 Submission through e-mail shall not be accepted.

1.5.3 This EoI is based on a fixed cost model; hence, no financial proposal is required.

1.5.4 All annexures must be duly filled, signed, and stamped by the authorized signatory.

1.5.5 Incomplete submissions or submissions received after the due date shall not be considered.

1.5.6 C-DAC reserves the right to seek clarifications or additional documents, if required.

SECTION VIII: GENERAL TERMS

1. Acceptance of Terms

Submission of a bid in response to this EoI shall be deemed to constitute acceptance of all the terms and conditions contained in this EoI document, including any other term(s) / document(s) associated with this EoI document, by the bidder.

2. Confidentiality Clause

All information contained in this tender document and any information made available to the bidders during the tender process shall be treated as confidential and shall be used solely for the purpose of preparing and submitting the bid.

Bidders shall not disclose, publish, reproduce, or distribute any information related to this tender to any third party without the prior written consent of C-DAC, except to the extent necessary for preparation of the bid.

The bidder shall ensure that its employees, representatives, and associates who are involved in the preparation of the bid maintain strict confidentiality of all such information at all times.

Any breach of confidentiality by the bidder may result in rejection of the bid, cancellation of the contract, and/or other appropriate action as deemed fit by C-DAC.

The bidder shall also be liable for any breach of confidentiality by its employees, agents, or subcontractors and shall indemnify C-DAC against any loss or damage arising from such breach.

In the event that the bidder is required to disclose any confidential information pursuant to a legal, regulatory, or judicial requirement, the bidder shall prior to such disclosure notify C-DAC (except where legally restricted) in writing and limit such disclosure strictly to the extent required.

The obligations of confidentiality under this clause shall survive the completion of the tender process, submission of the bid, and termination or expiry of any resulting contract for a period of 3 (three) years or as required under applicable laws, whichever is higher. Notwithstanding the foregoing, obligations relating to information of national importance, or any information that provides substantial or strategic benefit to C-DAC shall survive indefinitely.

2. Subcontracting Clause

The successful bidder shall not subcontract, assign, or transfer the whole or any part of the work under the contract to any third party without the prior written approval of C-DAC. In case

subcontracting is permitted by C-DAC, the successful bidder shall remain fully responsible and accountable for the performance of the contract and compliance with all contractual obligations.

3. Compliance with Laws

The successful bidder shall comply with all applicable laws, rules, regulations, and statutory requirements of the Government of India and the State Government in force during the execution of the contract. The bidder shall be responsible for obtaining any necessary approvals, permits, or licenses required for the performance of the contract. Failure to comply with applicable laws may result in appropriate action as per the terms of the contract.

4. Indemnity

The successful bidder shall indemnify, defend, and hold harmless C-DAC, its officers, employees, and representatives from and against any and all claims, damages, losses, liabilities, costs, and expenses arising out of or resulting from breach of contract, negligence, infringement of intellectual property rights, or violation of applicable laws by the bidder during the execution of the contract.

The bidder shall remain fully responsible for any such claims or liabilities and shall ensure that C-DAC is not held liable for any loss, damage, or legal proceedings arising from the bidder's actions or omissions.

The indemnity obligations of the bidder shall be absolute, unconditional, and irrevocable, and shall apply regardless of whether such claims arise in contract, tort, or otherwise.

This indemnity shall include all third-party claims, including those from government authorities, regulators, or any other entity, arising out of or in connection with the bidder's performance or non-performance under the contract/ bid process.

C-DAC shall have the right to participate in and/or control the defence of any claim, at the cost of the bidder, and the bidder shall not settle any claim without prior written approval of C-DAC.

5. Non-Disclosure Agreement (NDA)

The successful bidder shall maintain strict confidentiality of all information, documents, data, specifications, and materials shared by C-DAC during the course of the tender process and execution of the contract. Such information shall be used solely for the purpose of fulfilling the obligations under the contract and shall not be disclosed, reproduced, or transmitted to any third party without the prior written consent of C-DAC.

The bidder shall ensure that its employees, agents, and representatives involved in the execution of the work also comply with the confidentiality obligations under this clause.

This confidentiality obligation shall remain valid during the contract period and for a period of three (3) years after completion or termination of the contract, unless otherwise required by law.

In case of any breach of this clause, C-DAC reserves the right to take appropriate action as per the terms of the contract and applicable laws.

The bidders need to sign the NDA format (Annexure-10) as a part of bid document.

6. Limitation of Liability

Except in cases of **fraud, willful misconduct, breach of confidentiality, or infringement of intellectual property rights**, the total liability of the successful bidder arising out of or in connection with the performance of the contract shall not exceed the **total contract value**.

In no event shall C-DAC be liable to the bidder for any **indirect, incidental, special, or consequential damages**, including but not limited to loss of profits, loss of business, or loss of data, arising out of or in connection with the contract.

Notwithstanding anything to the contrary under this document, C-DAC shall have no liability whatsoever to the bidder except in cases of proven wilful misconduct by a court of competent jurisdiction.

This limitation of liability shall apply notwithstanding any failure of the essential purpose of any limited remedy provided under the contract.

7. Intellectual Property Rights (IPR)

All deliverables, reports, documents, technical inputs, designs, specifications, data, and other materials created under this initiative shall become the **sole property of C-DAC**. Contributions of individual members/ organizations will be acknowledged in the DPR and other materials created under this initiative.

The bidder shall not claim any ownership, rights, or interest over such intellectual property created during the course of execution of the work under the contract. The bidder shall also not use, reproduce, or disclose such materials for any purpose without the prior written permission of C-DAC.

In case the bidder uses any **pre-existing intellectual property or proprietary tools**, the bidder shall ensure that such use does not infringe upon the rights of any third party and that C-DAC is granted a perpetual, irrevocable, non-exclusive, royalty-free, worldwide license to use, modify, and integrate such intellectual property solely for the purpose of utilizing the deliverables produced under the contract.

The bidder shall obtain all necessary licenses, permissions, and consents for any third-party intellectual property used and shall indemnify C-DAC against any claims arising from infringement of such third-party rights.

8. Conflict of Interest

The bidder shall disclose promptly in writing any actual or potential **conflict of interest** that may arise during the tender process or execution of the contract. A conflict of interest may occur when the bidder's interests could improperly influence the performance of its obligations under the contract.

The bidder shall ensure that its personnel engaged in the project do not have any financial, professional, or other interests that may conflict with the interests of C-DAC.

If at any stage it is found that a conflict of interest exists or can potentially exist or has been concealed, **C-DAC reserves the right to reject the bid or terminate the contract**, as deemed appropriate.

9. Termination

C-DAC reserves the right to terminate the contract, in whole or in part, at any time during the contract period if the successful bidder fails to perform its obligations, commits a breach of any terms and conditions of the contract, or fails to comply with applicable laws and regulations.

In such cases, C-DAC may terminate the contract by giving **fifteen (15) days' prior written notice** to the bidder, in accordance with the applicable provisions of the GeM General Terms and Conditions (GTC).

Further, C-DAC reserves the right to terminate the contract **for its convenience**, without assigning any reason, by giving **fifteen (15) days' prior written notice** to the bidder.

Notwithstanding the above, C-DAC shall have the right to **terminate the contract immediately**, without any notice, in the event of serious misconduct, fraud, misrepresentation, breach of confidentiality, or any act prejudicial to the interests of C-DAC or Government of India.

Further, Notwithstanding anything to the contrary under this EoI and the contract, C-DAC shall have the right to terminate the contract, in whole or in part, at any time, if such termination is considered necessary in the interest of national security, sovereignty and integrity of India, public order, or any matter affecting national interest, as determined by C-DAC or any competent governmental authority. Such termination may be effected by written notice to the bidder.

However, in cases requiring immediate action, C-DAC may terminate the Contract forthwith without prior notice.

10. Force Majeure

Neither party shall be held responsible for non-fulfilment of their respective obligations due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, floods, earthquakes, strikes, lockouts, epidemics, pandemics, riots, civil commotion etc., provided on the occurrence and cessation of any such events. The affected party thereby shall give notice in writing to the other party within one week of such occurrence or cessation. If the force majeure conditions continue beyond six months, the parties may then mutually decide about the future course of action.

Force Majeure shall not include:

- Any event which is caused by the negligence or intentional action of a Party or by or of such party's agents or employees, nor any event which a diligent Party could reasonably have been expected both to consider at the time of signing the contract and avoid or overcome with utmost persistent effort in carrying out of its obligations hereunder.
- Insufficiency of funds or human resources or inability to make any payment required for the execution of services under the contract.

11. Dispute Resolution, Governing Law and Jurisdiction

The contract arising out of this tender shall be governed by and construed in accordance with the **laws of India**.

Any dispute arising out of or in connection with this tender or any contract awarded pursuant thereto shall, as far as possible, be resolved amicably through mutual discussions within fifteen (15) days. Failing such resolution, the dispute shall be referred to the International Arbitration and Conciliation Centre (IIAC), New Delhi. The seat and venue of arbitration shall be New Delhi, and the proceedings shall be conducted in English. The arbitral award shall be final and binding on the parties.

Subject to the above-mentioned dispute resolution mechanism, any disputes arising out of or in connection with this tender or the resulting contract shall be subject to the **exclusive jurisdiction of the courts at New Delhi, India**.

12. Severability

If any provision of this tender or the resulting contract is held to be **invalid, illegal, or unenforceable** by a court of competent jurisdiction, such provision shall be **severed from the contract** and the remaining provisions shall continue to remain **valid and enforceable** to the fullest extent permitted by law.

13. Assignment

The successful bidder shall **not assign, transfer, or delegate** any of its rights or obligations under the contract, either wholly or in part, to any third party without the **prior written consent of C-DAC**. Any such assignment without approval shall be considered **null and void** and may result in termination of the contract at the discretion of C-DAC.

14. Ethics

The bidder shall observe the **highest standards of integrity and ethical conduct** during the tender process and throughout the execution of the contract. The bidder shall not engage in any form of **fraud, corruption, collusion, coercion, or unethical practices** in connection with the tender or the resulting contract.

Any attempt by the bidder to **influence the tender evaluation process, obtain confidential information, or offer inducements** to officials of C-DAC may result in **rejection of the bid, cancellation of the contract, and appropriate action as per applicable rules and regulations**.

15. Delay and Liquidated Damages

In case the empanelled academic institution fails to complete the assigned work within the stipulated timeline, **Liquidated Damages (LD)** may be imposed at the rate of **0.5% of the total cost per week or part thereof**, subject to a maximum of **5% of the total cost**.

The Liquidated Damages amount shall be **adjusted / deducted from the payments due** to the institution.

If the delay exceeds the period corresponding to the maximum Liquidated Damages of 5%, C-DAC reserves the right to **terminate the engagement** and take appropriate action as deemed fit.

The imposition of Liquidated Damages shall be without prejudice to any other rights and remedies available to C-DAC under the terms of this EoI.

16. Right to Reject Bids

C-DAC reserves the right to **accept or reject any bid, wholly or partially, and to annul the tender process at any stage without assigning any reason**. C-DAC also reserves the right to

cancel the tender or reject all bids if it is found necessary in the interest of the organization, and such decision shall be **final and binding on all bidders**.

17. Integrity Pact / Non-Collusion

The bidder shall ensure that the bid submitted is **genuine and not the result of any collusive arrangement, agreement, or understanding with other bidders**. The bidder shall not directly or indirectly influence the tender process through any unlawful or unethical means.

Any attempt to **collude with other bidders, influence the evaluation process, or provide misleading information** may result in **rejection of the bid, cancellation of the contract, and appropriate action as per applicable rules and regulations**.

18. Corrupt or Fraudulent Practices

C-DAC requires the bidders to observe the highest standard of ethics during the empanelment process and during the execution of any assignment pursuant to such empanelment. For the purpose of this clause:

- a) “Corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any official of C-DAC in the empanelment or the execution process;
- b) “Fraudulent practice” means any act or omission, including misrepresentation or suppression of facts, intended to influence the empanelment process or execution of an assignment to the detriment of C-DAC.
- c) C-DAC shall reject an application or terminate empanelment and/or any subsequent work order, if it determines that the Applicant has engaged in corrupt or fraudulent practices.
- d) In such cases, C-DAC may, without prejudice to any other rights or remedies available under law, disqualify the Applicant from the participation in future procurements for a specified period, forfeit any security, and initiate appropriate legal action.

19. Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern. All correspondence and documents relating to the Proposal exchanged by the bidder and C-DAC Chennai shall also be written in the English language.

20. Clarification of Bids

During the evaluation of bids, C-DAC may, at its discretion, seek **clarifications from the bidders** regarding their submitted proposals. The request for clarification and the response shall be **in writing**.

However, no clarification shall be permitted that **changes the substance of the bid or alters the quoted price** submitted by the bidder.

21. Compliance and Audit

The bidder shall adhere to all applicable **laws of the land and the rules, regulations, and guidelines prescribed by various regulatory, statutory, and Government authorities** relevant to the execution of the contract and the services to be provided.

C-DAC Chennai reserves the right to **conduct an audit or ongoing audit of the services provided by the bidder** to ensure compliance with the terms and conditions of the contract.

C-DAC Chennai also reserves the right to **verify and obtain information from organizations to which the bidder has previously provided similar services**, for the purpose of assessing the bidder's performance and credentials.

22. Blacklisting / Debarring

C-DAC Chennai reserves the right to **cancel the selection letter / contract and debar the firm** from participating in future tenders of C-DAC if it is found that the firm has **submitted false or misleading information**, delivered **unsatisfactory services**, become **insolvent**, or engaged in any **unethical or improper conduct**.

Such action may be taken by C-DAC Chennai after giving the firm a **prior written notice of seven (07) days** to respond or provide clarification. Based on the response received, C-DAC Chennai may take appropriate action including **cancellation of the contract and blacklisting/debarring of the firm**, as deemed fit.

To
The Centre Head
Centre for Development of Advanced Computing (C-DAC)
TIDEL Park, 8th Floor, “D” Block (North & South)
No. 4, Rajiv Gandhi Salai, Taramani
Chennai – 600 113

Subject: Engagement of Academia for Multi-Variant Operating System Ecosystem on Fixed cost Basis

EoI Ref No.: _____

Dear Sir,

With reference to the subject EoI No. _____ dated _____, we, the undersigned, having examined the bid document, the receipt of which is hereby duly acknowledged, offer to provide the services as specified in the EoI.

We hereby submit our proposal in response to the above-mentioned bid. We confirm that the information furnished in this proposal and in all supporting documents is true, correct, complete, and verifiable. We further confirm that this proposal contains all necessary information to ensure that the statements made herein are not misleading in any respect.

We understand and agree that, if at any stage, any information provided by us is found to be false or misleading, C-DAC shall have the right to reject our bid or terminate the contract, if awarded.

We hereby convey our unconditional acceptance of all the terms and conditions specified in the EoI document and agree to abide by the same.

We further confirm that, in the event of award of contract, we shall submit the required Performance Security / Security Deposit as specified in the EoI.

We acknowledge that C-DAC reserves the right to accept or reject any or all bids without assigning any reason, and we agree that such decision shall be final and binding.

We hereby declare that we are authorized to act on behalf of our organization and are duly empowered to sign this bid and related documents.

The following persons shall be the authorized representatives for all future correspondence with C-DAC:

Primary Contact	Secondary Contact
Name:	Name:
Designation:	Designation:
Address:	Address:
Mobile No.:	Mobile No.:
Email:	Email:

Sincerely Yours,

(Signature)

Authorized Signatory

Name: _____

Designation: _____

Organization/Institution Name: _____

Seal/Stamp of Organization/Institution

**Tender Acceptance Letter & Undertaking For Non-Blacklisting
Organization/Institution**

(To be given on Organization/Institution Letterhead)

To
The Centre Head
Centre for Development of Advanced Computing (C-DAC),
Tidel Park, 8th Floor, “D” Block (North & South),
No. 4, Rajiv Gandhi Salai, Taramani,
Chennai – 600 113. Tel : 044 – 22542226/27

Date:

**Subject: Engagement of Academia for Multi-Variant Operating System Ecosystem on
Fixed cost Basis**

EoI Ref No: _____

Dear Sir,

1. I / We hereby certify that I / We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedules(s), etc.), which form part of the contract agreement and I / We shall abide hereby by the terms / conditions/ clauses contained therein.
2. The corrigendum(s) issued from time to time by your department / organization too has also been taken into consideration, while submitting this acceptance letter.
3. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
4. I / We do hereby declare that our Organization/Institution has not been blacklisted / debarred by any Govt. Department/Public sector undertaking.
5. I / We certify that all information furnished by our Organization/Institution is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours Faithfully,

Authorized Signatory (Signature of the Organization/Institution, with Official Seal)

Bid Security Declaration (To be given on Organization/Institution Letterhead)

To
The Centre Head
Centre for Development of Advanced Computing (C-DAC),
Tidel Park, 8th Floor, “D” Block (North & South),
No. 4, Rajiv Gandhi Salai, Taramani,
Chennai – 600 113. Tel : 044 – 22542226/27

Subject: Engagement of Academia for Multi-Variant Operating System Ecosystem on Fixed cost Basis

EoI Ref No: _____

Undertaking as per GFR 2017, Rule 170 (iii)

Dear Sir,

We, the undersigned, offer to carry out the _____ <EoI Name>”, in response to your EoI Ref No.: _____ <EoI Ref No>. We are hereby submitting our proposal for the same, which includes all technical bid and necessary annexures. As a part of eligibility requirement stipulated in said bid document, we hereby submit a declaration in lieu of Earnest Money Deposit (EMD), as given below:

1. Our bid shall remain valid for 90 days from the last date of submission and that we will not withdraw or modify our bid during the validity period.
2. In case, we are declared as successful bidder and an order is placed on us, we will submit the acceptance in writing within Seven (07) days of placement of Contract order on us.
3. In case, we are declared as a successful bidder and an order is placed on us, we undertake to submit a security deposit of 5% of order value, as per terms stipulated in the bid.
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 bid/ or debarred from any future bidding process of C-DAC and other government institutes for a period of minimum One (1) year.
5. The undersigned is authorized to sign this undertaking.

Yours Sincerely,

Authorised Signatory Name and Title of Signatory Email:

MAKE IN INDIA DECLARATION

Declaration / Certificate to be provided by the cost auditor/ statutory auditor of the bidder/ Organization/Institution (Please submit the certificate as per format given below)

To
The Centre Head,
CDAC,
Chennai.

Subject: Engagement of Academia for Multi-Variant Operating System Ecosystem on Fixed cost Basis

EoI Ref No: _____

We hereby certify that the **goods / software / services offered by us under this bid** comply with the provisions of the **Public Procurement (Preference to Make in India) Order, 2017 [Order No. P-45021/2/2017-PP (BE-II)]**, including **Order (Part-4) Vol. II dated 19th July 2024**, and **any subsequent amendments thereto issued from time to time**.

We further certify that **we are not from a country sharing a land border with India**, as defined under **Order (Public Procurement No. 4) dated 23.02.2023**, issued by the Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India, and that the **services offered by us under this bid comply with the provisions of the said order and any subsequent amendments thereto issued from time to time**.

We undertake to provide **necessary supporting documents / declarations**, as may be required by C-DAC, to establish compliance with the above provisions.

Note: C-DAC reserves the right to **accept, reject, or cancel any bid or bidder**, at its sole discretion, based on the verification of the declarations submitted with respect to **Make in India (MII) compliance and Land Border restrictions**, in accordance with applicable Government of India guidelines.

For (Name of bidder)

Authorized Signatory

Name & Designation:

Mobile No:

CONFLICT OF INTEREST

(To be given on Organization/Institution Letter head duly signed and stamped)

To
The Centre Head,
Centre for Development of Advanced Computing (C-DAC),
Tidel Park, 8th Floor, “D” Block (North & South),
No. 4, Rajiv Gandhi Salai, Taramani,
Chennai – 600 113. Tel : 044 – 22542226/27

Subject: Engagement of Academia for Multi-Variant Operating System Ecosystem on Fixed cost Basis

EoI Ref No: _____

Dear Sir,

This is to certify that _____ (Name of the Bidder / Organization/Institution) is not owned or controlled, directly or indirectly, by any employee of C-DAC.

We hereby undertake that there is **no actual or potential conflict of interest** on the part of the bidder, including its personnel or any proposed subcontractor, arising from any **prior, existing, or proposed engagements, contracts, or affiliations with C-DAC** that may affect the performance of obligations under this EoI.

We further confirm that there are **no circumstances or factors**, including but not limited to **availability of resources, timelines, financial commitments, or other obligations**, that would adversely impact our ability to **successfully execute the scope of work** as specified in the EoI.

We undertake to **promptly disclose any situation of conflict of interest** that may arise during the course of the tender process or execution of the contract.

We further agree to **indemnify and hold harmless C-DAC, its officers, employees, and representatives** against any and all claims, losses, damages, costs, expenses, and legal fees (on a reasonable and reimbursable basis) arising out of or in connection with any **breach of this declaration or existence of a conflict of interest**.

Sincerely,

Name

Designation Signature

Date

<Name and Address of Organization/Institution > Seal/Stamp of the Organization/Institution

**Certificate / Undertaking From Bidder wrt Beneficial Owner / Bidder
From Land Border Sharing Countries To INDIA**
(On Organization's/Institution's Letterhead)

To
The Centre Head, CDAC, Chennai.

**Subject: Engagement of Academia for Multi-Variant Operating System Ecosystem on
Fixed cost Basis**

EoI Ref No: _____

We have read and understood the provisions of **Order (Public Procurement No. 4) dated 23.02.2023**, issued by the Procurement Policy Division, Department of Expenditure, Ministry of Finance, Government of India, regarding restrictions on procurement from a bidder of a country which shares a land border with India, and **any subsequent amendments thereto issued from time to time**.

In compliance with the above, we hereby certify that:

(a) We are not from a country sharing a land border with India, and therefore, the requirement of registration with the competent authority as specified in the said Order is **not applicable to us**.

OR

(b) We are from a country sharing a land border with India and are duly registered with the competent authority as specified in the said Order.

Details of such registration are as under:

- **Registration Number:** _____
- **Date of Registration:** _____
- **Issuing Authority:** _____

(Strike out whichever is not applicable)

We further undertake that the above information is **true and correct**, and in case any information is found to be **false or non-compliant**, C-DAC shall have the right to **reject our bid or terminate the contract**, without prejudice to any other action as per applicable rules.

For (Name of Bidder)

Authorized Signatory (Name & Signature)

(Organization's/Institution's Seal)

Authorization Letter

(To be given on Organization/Institution Letter head duly signed and stamped)

To
The Centre Head
Centre for Development of Advanced Computing (C-DAC),
Tidel Park, 8th Floor, “D” Block (North & South),
No. 4, Rajiv Gandhi Salai, Taramani, Chennai – 600 113.

Date:

Subject: Engagement of Academia for Multi-Variant Operating System Ecosystem on Fixed cost Basis

EoI Ref No: _____

Dear Sir,

We, **M/s** _____ (Name of the Bidder / Organization/Institution), having our registered office at _____ (address of the bidder), hereby submit our proposal in response to the above-mentioned EoI.

We hereby authorize **Mr./Ms.** _____ (**Name & Designation**) to **sign, submit, and act on behalf of the Organization/Institution** in all matters related to this bid, including submission of proposal, providing clarifications, and execution of documents, if required.

The specimen signature of the authorized signatory is given below:

Specimen Signature: _____

We hereby confirm that all acts carried out by the above authorized representative shall be **binding on the Organization/Institution**.

The undersigned is duly authorized to issue this authorization on behalf of the Organization/Institution.

For M/s _____
(Name of the Bidder).

Signature and Organization/Institution seal
Name Designation
Email

INTEGRITY PACT

This Integrity Pact (“the Pact”) is made and executed on this __Day of _____Two
Thousand Twenty _____ at _____.

BY AND BETWEEN

Centre for Development of Advanced Computing (C-DAC), an autonomous scientific Society under the Ministry of Electronics and Information Technology, Government of India, registered under the Societies Registration Act 1860 and the Bombay Public Trusts Act 1950, having its registered Office at Savitribai Phule Pune University Campus, Pune 411 007, hereinafter referred to as "C-DAC/Principal", which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.

AND

... hereinafter referred to as “The Bidder(s)/Contractor(s)”,
which expression shall unless repugnant to the context or meaning thereof be deemed to mean and include its administrators, successors or assignees, as the case may be.

(The Principal and the Bidder (s)/Contractor(s) are collectively referred to as “the Parties”.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for -----

----- (“the Contract”). The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidder/s and Contractor/s. The Principal intends to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into. The Principal also intends that Bidder/s and Contractor/s should abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Bidder/s and Contractor/s shall commit to prevent corruption, in any form, by its officials by following transparent procedures.

In order to achieve these goals, the Principal, by way of this Integrity Pact (“the Pact”) will appoint Independent External Monitor (“IEM”) who will monitor the tender process and the execution of the Contract for compliance with the principles mentioned above.

The parties hereto hereby agree to enter into this Pact and agree as mentioned below.

Section 1 Commitments of the Principal

The Principal commits itself to take all measures necessary to prevent corruption and to observe the following:-

No employee of the Principal, personally or through relatives or any other person, will in connection with the tender, or for the execution of the Contract, demand, promise or accept for himself/herself or any third person, any material or immaterial benefit or any other advantage from the bidder/s or contractor/s which he/she is not legally entitled to.

The Principal will, during the tender process treat all Bidder/s and Contractor/s with equity and reason. The Principal will in particular, before and during the tender process, provide to all bidder/s and contractor/s the same information and will not provide to any bidder/s or contractor/s additional/confidential information through which the bidder/s and contractor/s could obtain an advantage in relation to the tender process or the contract execution.

The Principal will exclude from the process all known prejudiced persons.

If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion and the same is prima facie found to be correct in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case while such enquiry is being conducted by the Principal, the proceedings under the contract shall not be stalled.

Section 2 Commitments of the Bidder/ contractor

The Bidder / Contractor commits to take all measures necessary to prevent corrupt practices, unfair means and illegal activities. He commits himself to observe the following during his participation in the tender process and during the contract execution:

The Bidder / Contractor undertakes that he/she has not given, offered or promised to give directly or indirectly any bribe, gift, consideration, reward, favour any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal, for which benefit etc. he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

The Bidder / Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Principal, for which benefit etc. he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the

contract

The Bidder / Contractor will not enter into any agreement or understanding with other Bidders in connection with the bid, including but not limited to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelisation in the bidding process.

The Bidder / Contractor will not commit any offence under the relevant provisions of Anti-Corruption Laws of India/Indian Penal Code, 1860, Information and Technology Act, 2000, Competition law or any other relevant laws, enactments, rules and regulations. Further the Bidder / Contractor will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically. The Bidder / Contractor also undertakes to exercise due and adequate care of any such information so divulged.

The Bidder / Contractor further confirms and declares to the Principal that the Bidder / Contractor is the original manufacturer / integrator / authorised government sponsored export entity and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the Principal or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

The Bidder / Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to make or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and the details of the services agreed upon for such payments.

The bidder(s)/ contractor (s) of foreign origin shall disclose the name and address of agents and representatives in India related to this tender. Similarly, the bidder(s)/ contractor(s) of Indian nationality shall furnish the name and address of their foreign principals or associates, if any, related to this tender.

The Bidder / Contractor shall not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

If the Bidder / Contractor or any employee of the Bidder / Contractor or any person acting on behalf of the Bidder / Contractor, either directly or indirectly, is a relative of any of the officers of the Principal, or alternatively, if any relative of an officer of the Principal has financial interest / stake in the Bidder's

/ Contractor's firm, proprietorship, company, etc. the same shall be disclosed by the Bidder / Contractor at the time of filing of tender/EoI. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 2013.

The Bidder / Contractor shall not lend to or borrow any money from or enter into any monetary

dealings or transactions, directly or indirectly, with any employee of the Principal.

The bidder / contractor shall disclose the circumstances, arrangements, undertakings or relationships that constitute, or may reasonably be considered to constitute, an actual or potential conflict of interest with its obligations specified in the tender process or under any Agreement which may be negotiated or executed with Principal. Bidder / Contractor and its employees, agents, advisors and any other person associated with the bidder / contractor must not place themselves in a position which may, or does, give rise to conflict of interest (or a potential conflict of interest between the interests of Principal or any other interests during this tender process or through operation of the Agreement.

The bidder(s)/ contractor (s) who have signed the Pact shall not approach the Courts while the matters/disputes/issues, related to tender process or the Contract are presented before the IEM and awaiting the final decision.

The Bidder / Contractor will not instigate third persons to commit above mentioned acts / omissions / offences outlined above or be an accessory to such offences.

Section 3 Disqualification from tender process and exclusion from future contracts

If the Bidder, before the Contract is awarded, has committed a transgression through a violation of Section 2 or in any other form such as to put his reliability or credibility as Bidder into question:

the Principal is entitled to disqualify the Bidder from the tender process or to terminate the Contract,
if
already signed, for such reason.

the Principal is entitled to exclude the Bidder / Contractor from participating in future contracts/tenders. The imposition and duration of the exclusion will be determined by the Principal based on the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder / Contractor and the amount of the damage. The exclusion will be imposed for a minimum of six (6) months and maximum of three (3) years.

An act/omission would be treated as a transgression after due consideration of the available evidence
by
the Principal.

The Bidder / Contractor accepts and undertakes to respect and uphold the Principal's absolute right to resort to and impose such disqualification/exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision of disqualification/exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

If the Bidder / Contractor can prove that he has restored the damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the aforesaid disqualification/exclusion prematurely.

Section 4 Compensation for Damages

Without prejudice to any rights that may be available to the Principal under any law or the contract or its laid down policies and procedures, the Principal shall have the following rights in case of breach of this Pact by the Bidder/Contractor:

To forfeit the Earnest Money/Bid Security if the Bidder is disqualified from the tender process prior to the award in terms of Section 3;

To forfeit/invoke the Security Deposit/ Performance Bank Guarantee if the Principal has either terminated
or is entitled to terminate the Contract of the Bidder in terms of Section 3.

To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the Bidder / Contractor.

To immediately cancel the contract, if already signed, without giving any compensation to the bidder / contractor. The Bidder / Contractor shall be liable to pay the compensation for any loss or damage to the Principal resulting from such cancellation / rescission and the Principal shall be entitled to deduct the amount so payable from the amount due to the Bidder / Contractor.

To recover all sums already paid by the Principal, with interest at % @ p.a. if any outstanding payment is due to the Bidder / Contractor from the Principal in connection with any other contract, such outstanding payment could also be set off to recover the aforesaid sum and interest.

To recover all sums paid in violation of this Pact by the Bidder / Contractor to any middleman or agent or
broker with a view to securing the contract.

Section 5 Previous transgression

The Bidder declares that he has not committed any transgressions in the last three (3) years against any Company in any country conforming to the anti-corruption approach or with any other Public Sector Enterprise in India that could invite/justify his exclusion from this tender process.

Any concealment of information or misrepresentation of facts, in regard to the aforesaid, can lead to his disqualification from the tender process or termination of the Contract, if already awarded, or invite any other appropriate action(s) as deemed fit.

Section 6 Equal treatment of all Bidders / Contractors / Subcontractors

The Principal will enter into Pacts on identical terms with all bidders and contractors.

The Bidder(s) / Contractor(s) assures to procure from all their subcontractors an undertaking for the adoption of this Pact. The Bidder (s) / Contractor(s) shall alone be responsible for any violation (s) of the provisions laid down in the Pact by any/all of their sub-contractor (s) or sub-vendor (s).

The Principal will be entitled to disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 Independent External Monitor / Monitors

The Principal appoints competent and credible Independent External Monitor (IEM) as nominated and approved by the Central Vigilance Commission. The task of the IEM is to review independently and objectively, whether and to what extent the Parties comply with the obligations under this Pact. The IEM would be required to sign 'Non- Disclosure Agreements' along with a declaration of 'Absence of Conflict of Interest'. In case of any conflict of interest arises at a later date, the IEM shall inform Chairperson of the Board of the Principal and recuse himself/herself from that case.

The IEM is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Chairperson of the Board of the Principal. The IEM would be provided access to all documents/records pertaining to the contract for which a complaint or issue is raised before them, as and when warranted. However, the documents/records/information having National Security implications and those documents which have been classified as Secret/Top Secret are not to be disclosed.

The Bidder / Contractor accepts that the IEM has the right to access, without restriction, all Project documentation available with the Principal including the documents/ records/ information provided by the Bidder/Contractor. The Bidder/Contractor will also grant the IEM, upon their request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The IEM is under contractual obligation to treat the documents/ records/ information of the Bidder/Contractor/ Subcontractor with confidentiality.

The Principal will provide to the IEM sufficient information about all meetings among the parties related to the Project provided that such meetings could have an impact on the contractual relations between the Principal and the Bidder/Contractor. The Parties will offer to the IEM the option to participate in such meetings.

As soon as the IEM notices, or suspects, a violation of this Pact, he will inform the Management of the Principal and request the Management to discontinue or rectify the violation, or take any other relevant action. The IEM can in this regard submit nonbinding recommendations. Beyond this, the IEM has no right to demand from the Parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to the Bidder / Contractor to present his case before making its recommendations to the Principal.

The IEM is expected to tender their recommendation on all the complaints within 30 days of their receipt, to the Chairperson of the Board of the Principal. Further, should the occasion arise, the IEM may submit proposals for correcting problematic situations.

If the IEM has reported to the Chairperson of the Board of the Principal a substantiated suspicion of an offence under relevant Anti-Corruption Laws of India/Indian Penal Code, 1860, or any other relevant laws and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence or reported it to the Vigilance Office, the IEM may transmit this information directly to the Central Vigilance Commissioner, Government of India.

The word 'IEM' would include both singular and plural.

Section 8 Pact Duration

This Pact comes into force when both parties have signed it. It expires for the Bidder / Contractor 12 months after the last payment under the respective contract, and for all other Bidders / Contractors 6 months after the contract has been awarded.

If any claim is made / lodged during the aforesaid duration, the same shall continue to be valid despite the lapse of this pact as specified above, till it is discharged / determined by Chairperson of the Board of the Principal.

Section 9 Other provisions

This Pact is subject to Indian Laws. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Pune. The Arbitration clause provided in the main tender document / contract shall be applicable to any issue / dispute arising under this Pact.

If the Contractor is a partnership or, this Pact must be signed by all partners.

In case of any allegation of violation of any provisions of this Pact or payment of commission etc. the Principal or its agencies shall be entitled to examine all the documents including the Books of Accounts of the Bidder / Contractor and Bidder / Contractor shall provide necessary information and documents and shall extend all possible help for the purpose of such examination.

If one or several provisions of this Pact are held to be invalid/unenforceable, the remainder of this Pact shall remain valid as though the invalid or unenforceable parts had not been included herein. In this case, the parties will strive to come to an agreement to their original intentions.

Issues like warranty/ guarantee etc. shall be outside the purview of IEM.

In this context, details of IEM (Independent External Monitor) is provided below:
Shri M Peter Johnson - email: johnson.mp@nic.in
Shri Vijay Kumar Singh - email: vijaysinghsls10@gmail.com

For the Principal

For the Bidder / Contractor

Place -----

Witness 1 : -----

Date -----

Witness 2 : -----

Data Deletion Undertaking

[On the Letterhead of the Selected Academic Institution]

Date:

To

The Centre Head,
C-DAC, Chennai

Subject: Engagement of Academia for Multi-Variant Operating System Ecosystem on Fixed cost Basis

EoI Ref No: _____

We, M/s _____ (Name of the Bidder / Organization/Institution), the selected Academic Institution, hereby undertake and certify that:

1. All **data, metadata, system logs, backups, and any other information** related to C-DAC's **Multi-Platform Operating System Ecosystem project**, stored on our infrastructure or under our control, have been **securely and permanently deleted** in accordance with **NIST SP 800-88 Rev.1 / ISO/IEC 27040 / or equivalent standards approved by C-DAC**.
2. The data deletion process has been **verified and validated internally** to ensure **complete irreversibility and non-recoverability** by any means.
3. We confirm that **no copies of C-DAC's data exist** in any form within our systems, including but not limited to:
 - o primary systems
 - o backup repositories
 - o disaster recovery sites
 - o cloud environments
 - o third-party systems or subcontractors
4. We further undertake that we shall **not retain, reuse, disclose, or reconstruct** any such data in any manner whatsoever.
5. We acknowledge that this undertaking is **legally binding**, and any breach of this declaration shall result in **appropriate action as per the contract terms**, including but not limited to **termination, forfeiture of Performance Security, and legal proceedings**, as applicable.

Authorized Signatory:

Name: _____

Designation: _____

Organization/Institution Seal & Stamp: _____

NDA Format

This Non-Disclosure Agreement (“Agreement”) is made effective from this day of [month year] (“Effective Date”), by and between [agency name] having office at [address of agency] (hereinafter referred to as “Agency” / “Recipient” / “Receiving Party”) and Centre for Development of Advanced Computing, Chennai, 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 Tidel Park, 8th Floor, 'D' Block(North & South), No.4 Rajiv Gandhi Salai, Taramani, Chennai- 600113, Tamil Nadu (India) (hereinafter referred to as “Client” / “Disclosing Party”)

(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 <ddmmyy> to <ddmmyy>

WHEREAS, the Parties hereto are willing to execute this Agreement in order to protect certain information to be disclosed by Disclosing Party to the Receiving Party 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 exercised by C-DAC at the time of disclosure shall be deemed sufficient and appropriate for the protection of Confidential Information disclosed under the tender/contract. C-DAC shall have the sole right to determine the nature, scope, and extent of Confidential Information to be disclosed. Such disclosure shall be made only on a need-to-know basis to authorized representatives of the bidder, and the bidder shall ensure that such representatives

maintain strict confidentiality of the information at all times..

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 and in no event less than a reasonable standard of care. Recipient agrees to promptly inform the Disclosing Party of any unauthorized disclosure or suspected breach of the Disclosing Party's Confidential Information, and take immediate remedial actions at its own cost.
3. **“Confidential Information”** means any and all information, whether disclosed in written, oral, electronic, visual or any other form, by or on behalf of the Disclosing Party to the Receiving Party, including but not limited to business, commercial, financial, technical or legal information, trade secrets, know-how, data, reports, analyses, projections, customer or supplier information, and any copies or derivatives thereof, which is designated as confidential or which, by its nature or the circumstances of disclosure, ought reasonably to be understood to be confidential.
4. In the case of Confidential Information that is disclosed only orally, Disclosing Party may, within 30 (thirty) 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 may bear a legend or label of “Confidential” or other similar designation manifesting intent that the information is confidential (“Confidential Information”). Any failure to mark or designate such information as “Confidential” shall not affect its confidential nature if it is reasonably understood to be confidential.
5. The restrictions set forth in this Agreement on of Confidential Information shall not apply to any information which:
 - a. is independently developed by the Recipient without use of or reference to the Confidential Information; 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 without breach of this Agreement; 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, provided that the Recipient shall, to the extent legally permissible, promptly notify C-DAC prior to such disclosure and limit disclosure strictly to the extent required.
6. The Recipient shall use Confidential Information solely for the purpose of this Agreement and shall not disclose such Confidential Information to any third party, without the Disclosing Party's prior written consent, other than to Agency subcontractors and to its employees on a need-to-know basis, who are bound by confidentiality obligations no less stringent than those contained herein.
7. All information shall remain the property of the Disclosing Party and shall be returned or securely destroyed, as instructed by the Disclosing Party, upon written request or upon completion/termination of the engagement between Parties for the subject matter, whichever is earlier, 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, subject to continued confidentiality obligations.
8. The Parties agree that during the existence of the term of this Agreement, Agency shall not solicit directly or indirectly the employees of C-DAC or any associated entity of C-DAC.
9. The term of this Agreement shall commence from the Effective Date of this Agreement, and shall remain co-terminus with the term of the contract. Any surviving obligation either under this Agreement or tender document or contract, shall survive the termination of this Agreement.
10. The authorized representatives from Agency side shall be –
- a. <XXXXXX>
11. The Recipient shall indemnify and hold harmless the Disclosing Party, its officers, employees, and representatives from and against any claims, losses, damages, liabilities,

and expenses (including legal costs) arising out of or in connection with any breach of this Agreement, including unauthorized use or disclosure of Confidential Information, violation of applicable laws, or infringement of intellectual property rights by the Recipient.

Such indemnity shall include third-party claims and shall not be limited by any limitation of liability provisions. The obligations under this clause shall survive termination or expiry of this Agreement.

12. Any dispute arising out of or in connection with this Agreement shall be resolved amicably within thirty (30) days. Failing such resolution, the dispute shall be referred to arbitration in accordance with the Arbitration and Conciliation Act, 1996, and conducted under the rules of the International Arbitration and Conciliation Centre (IIAC), New Delhi. The seat and venue of arbitration shall be New Delhi, and the proceedings shall be conducted in English. The arbitral award shall be final and binding on the Parties.
13. 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 authorized officers or representatives.
14. 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
Sig.:
Name:
Title:
Place:
Witness: Signature:
Name: Title

For and on behalf of
Sig.:
Name:
Title:
Place
