

CENTRE FOR DEVELOPMENT OF ADVANCED COMPUTING, CHENNAI

15 September 2026

CORRIGENDUM – 1

SECTION VII: EOI SUBMISSION PROCESS

1. Proposal Submission by Applicant

1.1 Single-Cover Submission (Email Mode Only)

Bidders may submit their EoI responses **through email only** to purchase-chennai@cdac.in, in the form of a compressed ZIP file with a maximum file size of **35 MB**, secured with password protection.

The password shall be shared by the concerned bidder **at the time of bid opening**.

In case the file size exceeds **35 MB**, the documents may be split into two or more files and sent through separate emails, as required.

Applicants shall clearly mention the following subject/title while submitting their EoI response:

“Expression of Interest for Onboarding of Specialized Industry Consultants for the Indigenous Operating System Initiative”

The EoI response shall contain duly filled-in and signed copies of the following documents/annexures, arranged 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:** Conflict of Interest Safeguards
- **Annexure–7:** Land Border Sharing Declaration
- **Annexure–8:** Authorization Letter (Authorized Signatory)
- **Annexure–9:** Data Deletion Undertaking
- **Annexure–10:** Non-Disclosure Agreement (NDA)

1.3 Supporting Documents

Supporting documents shall be submitted as specified under the **eligibility criteria and technical credentials** of the EoI document.

1.4 Important Instructions

1.4.1 Submission of the EoI response shall be **only through email mode**.

1.4.2 This EoI is based on a **fixed-cost model**; hence, **no separate financial proposal is required** from the applicants.

1.4.3 All annexures shall be **duly filled in, signed, and stamped** by the authorized signatory.

1.4.4 Incomplete submissions or submissions received **after the prescribed due date and time** shall not be considered.

1.4.5 C-DAC reserves the right to seek **clarifications and/or additional documents**, wherever required, from the applicants during the evaluation process.

ACTIVITY SCHEDULE

Activity	Date	Time
Date of Release of EoI Document	11 th Sep 2026	
Date of Pre-submission Meeting	17 th Sep 2026	15:30 Hrs
Pre-Submission Meeting Link	https://meet.google.com/ifg-nssh-msj	
Last Date of Submission of Applications	25 th Sep 2026	17:30 Hrs
Date of Opening of EoI	26 th Sep 2026	10:00 Hrs
Date of Presentation	Will be intimated	Will be intimated



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)

**Tidel Park, 8th Floor, 'D' Block (North & South), No.4 Rajiv Gandhi Salai,
Taramani, Chennai- 600113, Tamil Nadu (India)**

Expression of Interest for Onboarding of Specialized Industry Consultants for the Indigenous Operating System Initiative

EoI No: C-DAC(C)/SSM/EoI/OS- Industry-Consultant/2026-27/04

Publishing Date: 11 Sep 2026

Closing Date: 25 Sep 2026 at 17:30 HRS IST

1. Background and Purpose

The Indigenous Operating System Initiative envisages the development of a secure, scalable, modular and sustainable indigenous Operating System ecosystem catering to multiple computing environments, including Desktop, Server, High-Performance Computing (HPC), Mobile and Embedded Systems, across relevant hardware architectures.

The proposed Indigenous OS ecosystem is envisaged to address strategic requirements relating to technological self-reliance, cybersecurity, digital sovereignty, indigenous intellectual property generation, ecosystem development and long-term sustainability.

In order to strengthen the technical, architectural, industrial and implementation aspects of the initiative, **Expressions of Interest (EOI)** are invited from eligible and capable organizations having relevant expertise, experience, technologies, products, platforms, research capabilities or implementation experience in the Operating System and allied technology domains.

2. Objective of the EOI

The primary objective of this EOI is to identify and engage organizations with advanced technical expertise to undertake the assessment, review, verification, and validation of the Inception Report, Feasibility Report, OS Standards and Specifications Report, and other technical documents related to the Indigenous Operating System Initiative, and to provide expert technical inputs and recommendations for their refinement and finalization.

Interested organizations may demonstrate their capability and interest in contributing towards one or more of the following areas:

1. Kernel and core system software.
2. Middleware, runtime and application frameworks.
3. Cybersecurity and digital sovereignty.
4. Hardware, firmware and semiconductor enablement.
5. Networking and storage technologies.
6. Artificial Intelligence and emerging technologies.
7. Post-Quantum Cryptography and quantum-safe technologies.
8. Desktop, Server, HPC, Mobile and Embedded Operating Systems.
9. Technology feasibility and architecture validation.
10. Proof-of-concept or prototype-level validation.
11. Standards and technical specifications.
12. Industry implementation and commercial feasibility.
13. Indigenous technology and IP development.
14. Ecosystem development and strategic industry partnerships.
15. Assessment and validation of DPR

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Pre-Bid Meeting Notice

Pre- Bid Meeting Link	https://meet.google.com/ifg-nssh-msj	
Date of Pre-Bid Meeting	17/09/2026	15.30Hrs

SECTION-I: ELIGIBILITY CRITERIA

1. The prospective bidders must meet the minimum eligibility criteria given below.
2. Submission of minimum supporting documents is mandatory for eligibility evaluation criteria.
3. Documents may be self-authorized, 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 EoI.**

S.No	Description	Supporting Documents Required
1	Registered Company in India The Bidder(s) interested in participating in the Selection Process must be a duly registered legal entity in India, under any one of the following categories with minimum Five (05) years of existence as on the bid publishing date. • A Limited Liability Partnership (“LLP”) registered in India under the LLP Act, 2008. • An Indian Company (“Company”) registered under the Companies Act, 1956/ 2013 or any previous Companies’ Act.	Registration documents of the Bidder as a company/firm or any legal entity along with: • Incorporation Certificate of the firm • PAN Copy • GST Copy
2	Operational Presence in Information Technology domain - Active operations in India for Minimum 5 years as on bid publishing date.	Certificate of Incorporation; PAN & GST; MOA of the Company / LLP Agreement for the LLP. A signed and stamped declaration from the Company/LLP confirming that it has been engaged in the Information Technology domain for the past five years along with a detailed description of the products and services offered by it.
3		

S.No	Description	Supporting Documents Required
	Blacklisting Status - The bidder must not be blacklisted / terminated / debarred by any state or central government or their agencies and should not have been found guilty of any criminal offence by any court of law, in the last three (3) years	An undertaking (self-certificate) should be provided on the agency's letter head that is duly signed by authorized signatory.
4	Experience in secure coding, cybersecurity practices, regulatory compliance	Documented compliance framework including ISO 9001-2015/ ISO 27001-2015 Or above/ CMMI. Documented compliance framework(secure coding, cybersecurity practices) of the bidding firm.
5	Acceptance of Fixed Cost The applicant organization 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 organizational letterhead duly signed by authorized signatory confirming acceptance of fixed cost
6	Financial Stability - Positive net worth during the last three financial years- 2023-24, 2024-25 & 2025-26.	Certificate by statutory auditor to be submitted
7	Litigation Status - No major pending litigation affecting operational capability	Self-declaration affidavit; board resolution;
8	Only domestic companies are allowed to participate in this subject RFP. Domestic Company(ies): Domestic Company(ies) shall mean companies owned and controlled by resident Indian citizens, as defined under the Consolidated FDI Policy issued by the Government of India 2017, as amended from time to time. A company shall be considered as “owned” by resident Indian citizens if more than 50% of its capital is beneficially owned by resident Indian citizens and/or by Indian companies	Supporting documents such as CA/CS Certified shareholding pattern confirming the holding/partnership percentage and residency & citizenship status of the respective shareholder/partner etc, along with the attested citizenship proof of the shareholders (e.g. Passport / Voter ID).

S.No	Description	Supporting Documents Required
	which are ultimately owned and controlled by resident Indian citizens. A company shall be considered as “controlled” by resident Indian citizens if resident Indian citizens have the power to appoint a majority of its directors or to control its management or policy decisions.	
9	Annexures 1 to 10- All annexures to be submitted along with technical bid cover.	ANNEXURE-1 BID COVER LETTER ANNEXURE-2 TENDER ACCEPTANCE LETTER & UNDERTAKING FOR NON-BLACKLISTING FIRM ANNEXURE-3 BID SECURITY DECLARATION (TO BE GIVEN ON COMPANY LETTERHEAD) ANNEXURE-4 MAKE IN INDIA DECLARATION ANNEXURE-5 CONFLICT OF INTEREST ANNEXURE-6 UNDERTAKING/DECLARATION REGARDING PARTICIPATION IN SUBSEQUENT PROCUREMENT PROCESSES AND CONFLICT OF INTEREST SAFEGUARDS ANNEXURE-7 CERTIFICATE / UNDERTAKING FROM BIDDER WRT BENEFICIAL OWNER / BIDDER FROM LAND BORDER SHARING COUNTRIES TO INDIA ANNEXURE-8 AUTHORIZATION LETTER

S.No	Description	Supporting Documents Required
		ANNEXURE-9 DATA DELETION UNDERTAKING ANNEXURE-10 NDA FORMAT

Section - II: Broad Scope of Engagement

The selected organization(s) shall provide expert technical services for the comprehensive assessment, review, verification, and validation of technical deliverables prepared under the Indigenous Operating System Initiative. The scope of engagement shall include, but not be limited to, the following:

1. Review and Assessment of Technical Documents

- Review and assess the Inception Report, Feasibility Report, OS Standards and Specifications Report and other OS-related technical documents.
- Evaluate the documents for technical completeness, correctness, consistency, feasibility, and alignment with the objectives of the Indigenous Operating System Initiative.
- Identify technical gaps, inconsistencies, ambiguities, dependencies, and areas requiring further study or refinement.

2. Technical Verification and Validation

- Verify the technical approaches, architectures, specifications, recommendations, and technology choices proposed in the deliverables.
- Validate the feasibility, applicability, scalability, interoperability, security, performance, and sustainability of the proposed solutions.
- Assess the technical claims and recommendations against established global practices, open standards, reference architectures, and relevant technology benchmarks.

3. OS Architecture and Technology Assessment

- Review the proposed OS architecture and major subsystems, including Kernel, Security, Middleware, Hardware/Firmware, Networking, Storage, AI/ML, Ecosystem, PQC/Quantum, Desktop OS, Server OS, Mobile OS, Embedded OS, and HPC OS domains, as applicable.
- Assess the interfaces, dependencies, integration requirements, and interoperability among different OS components and variants.
- Identify technology gaps and critical areas requiring further R&D or indigenous development.

4. Standards and Specifications Review

- Review the proposed OS standards, specifications, technical requirements, APIs, interfaces, protocols, frameworks, and compliance requirements.

- Assess alignment with relevant national and international standards and open specifications.
- Recommend additional standards, specifications, benchmarks, certification requirements, and conformance mechanisms wherever required.
- Identify areas where standards or specifications need to be developed or adapted specifically for the Indigenous Operating System ecosystem.

5. Indigenous Technology and IP Assessment

- Identify opportunities for indigenous Intellectual Property (IP) creation across the OS technology stack.
- Identify components, technologies, frameworks, tools, algorithms, libraries, protocols, and subsystems that have potential for indigenous development.
- Assess opportunities for creation of patents, copyrights, software components, reference implementations, frameworks, tools, algorithms, and other technology assets.
- Identify areas where dependence on foreign technologies, proprietary components, or externally controlled technologies can be reduced.
- Recommend potential R&D areas and technology development priorities to strengthen technology sovereignty and strategic autonomy.
- Provide recommendations for an Indigenous IP creation and technology development roadmap.

6. Benchmarking and Comparative Assessment

- Benchmark the proposed architecture, standards, specifications, and technology choices against leading global and indigenous operating system initiatives.
- Identify technology gaps and opportunities for differentiation, innovation, and performance improvement.
- Recommend suitable benchmarks, evaluation methodologies, and measurable technical parameters.

7. Technical Recommendations and Gap Closure

- Provide detailed technical comments and recommendations for addressing identified gaps.
- Suggest modifications, additions, deletions, or restructuring of technical content wherever necessary.

- Support the project team in resolving technical observations and incorporating appropriate recommendations into the final deliverables.

8. Review of Revised Deliverables

- Review subsequent revisions of the technical documents incorporating comments and recommendations.
- Verify whether identified technical gaps and observations have been adequately addressed.
- Provide final technical concurrence/recommendations for acceptance of the deliverables.

9. Final Technical Assessment

- Provide a consolidated assessment of the technical readiness, feasibility, completeness, and quality of the deliverables.
- Submit a final technical review/validation report highlighting key observations, unresolved issues, recommendations, and priority areas for further action.
- Provide inputs required for finalization of the technical documents and the overall roadmap of the Indigenous Operating System 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. C-DAC reserves the right to verify any information, documents, or references provided by the applicants at any stage of the evaluation process.
- 1.4. 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. 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.
- 2.3. The selected organizations shall be engaged on a fixed cost basis, as specified in Section-IV of this document.
- 2.4. An Organization may apply for all thirteen (13) Line Items, subject to its domain expertise and eligibility; however, an Organization shall be eligible for selection/award against a maximum of three (03) Line Items only.
- 2.5. For each domain / line item, only one (01) organization shall be selected based on the highest marks obtained, subject to meeting the minimum qualifying criteria of 75 marks.

3. Evaluation Criteria

Sl. No.	Evaluation Parameter	Key aspects to evaluate	Documents Required	Weightage
1	Relevant Technical Expertise (Maximum 3 domains)	Expertise in the proposed OS domain; depth of engineering capability; relevant technologies, standards and architectures.	At least one (1) Patent or one Publication or one Product related to each applied line-item.	40

		Demonstrated research and innovation in the applied domain.		
2	Documented Quality Compliance Framework – ISO 9001:2015 / ISO 27001:2015 or above / CMMI	Valid and current certification and it should be applicable to the organization and relevant to the proposed scope of engagement.	Copy of valid ISO 9001:2015 / ISO 27001:2015 or above certificate or CMMI appraisal/certification report, along with scope and validity details.	10
3	Technical Presentation	1. Technical capability and understanding of the proposed scope 2. Innovative ideas and potential for Indigenous IP creation including patents, software components and reference implementations 3. Expertise and competence of proposed resources including relevant qualifications, experience, and domain expertise 4. work execution plan covering risk management and coordination mechanism.	Technical Presentation to be shared covering organizational capability, innovative ideas for Indigenous IP, expertise of proposed resources, and work execution plan. The presentation should be submitted along with the proposal.	50
	Total			100

SECTION-IV: FIXED COST FOR LINE ITEMS

1. Fixed Cost

- 1.1. The empanelled organizations 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

- 2.1. The empanelled organizations 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	7.00
2	Middleware / Toolchain	7.00
3	Security	7.00
4	Hardware / Firmware	7.00
5	Network & Storage	7.00
6	Ecosystem	7.00
7	AI & Emerging Technologies	7.00
8	Post-Quantum Cryptography (PQC) & Quantum-related Areas	7.00
Device Specific Group		
9	Desktop Operating System	7.00
10	Server Operating System	7.00
11	Embedded Operating System	7.00
12	Mobile Operating System	7.00
13	High Performance Computing (HPC) Operating System	7.00

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 Organization shall be selected against each Line Item based on the prescribed evaluation criteria. An Organization may apply for all thirteen (13) Line Items, subject to its domain expertise and eligibility; however, an Organization shall be eligible for selection/award against a maximum of three (03) Line Items only.

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: 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 organizations for each domain / line item as defined in this document.
- 1.2. For each domain / category, one (01) organizations shall be selected based on the highest marks obtained, subject to meeting the minimum qualifying criteria. An Organization may apply for all thirteen (13) Line Items, subject to its domain expertise and eligibility; however, an Organization shall be eligible for selection/award against a maximum of three (03) Line Items only.
- 1.3. The selected organization(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 organizations, if required, in the interest of the project.
- 1.5. The selected organizations 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.
- 1.6. 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 organizations 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 organization 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 45 days** from the date of issuance of the Letter of Engagement (LoE) / Work Order. CDAC will extend based on the project requirements
- 4.2. The selected organizations 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.

5. Payment Terms

The 100% payment shall be released upon successful completion of the assigned scope of work and acceptance of the deliverables by C-DAC, subject to submission of the required completion documents and satisfactory verification of the deliverables.

6. Participation in Subsequent Procurement Processes and Safeguards Against Information Asymmetry

- 6.1. It is hereby clarified that participation in this engagement for providing advanced technical expertise to undertake the assessment, review, verification, and validation of the Inception Report, Feasibility Report, OS Standards and Specifications Report, and other technical documents related to the Indigenous Operating System Initiative, and to provide expert technical inputs and recommendations for their refinement and finalization under the Indigenous Multi-variant Operating System Ecosystem initiative implemented by C-DAC (“Initiative”), whether as an empanelled academic institution, industry partner, or startup, shall not, by itself, result in disqualification from participation in any subsequent Request for Proposal(s) (RFP), tender(s), or procurement process(es) arising out of or based on the finalized DPR, including but not limited to, development, implementation, integration, testing, deployment, or maintenance of the indigenous multi-variant operating system ecosystem.
- 6.2. Notwithstanding the foregoing, participation in this engagement and eligibility for subsequent procurement processes shall be subject to the following safeguards, designed to ensure a level playing field, prevent information asymmetry, and maintain transparency and fairness in accordance with the extant rules.

(a) Technology Neutrality and Non-Promotion of Proprietary Solutions: All inputs, recommendations, technical notes, architecture designs, standards, specifications, and other deliverables submitted by the Applicant/Bidder under this engagement shall be generic, technology-neutral, non-discriminatory, and in the broader interest of the initiative Implemented by CDAC . The Applicant/Bidder shall not, directly or indirectly, promote, advocate, or recommend any proprietary, vendor-specific, or commercially licensed technology, platform, framework, tool, or solution in which the Applicant/Bidder (or its affiliates, subsidiaries, associates, group entities, or key personnel) holds a financial, commercial, licensing, or other material interest, where such promotion could provide the Applicant/Bidder or any related entity an undue competitive advantage in any subsequent procurement process.

(b) Prohibition on Influencing Technical Direction for Self-Interest: The Applicant/Bidder shall not, through its inputs or participation in workshops, consultations, reviews, or deliberations, seek to shape, steer, or influence, whether directly or indirectly, the architecture, design, technology choices, standards, specifications, or any other aspect of DPR for the purpose of conferring upon itself (or its affiliates, subsidiaries, associates, group entities, or key personnel) a preferential position, competitive advantage, or head start in any subsequent procurement process.

(c) Independent Finalization of DPR: The Applicant/Bidder acknowledges and agrees that the final Detailed Project Report (DPR), including all technical specifications, architecture designs, standards, cost estimates, implementation roadmaps, and related outputs, shall be independently reviewed, evaluated, and finalized by the Expert Committee constituted by C-DAC. No participant in this engagement shall have any right, claim, or entitlement regarding the content, conclusions, or recommendations of the finalized DPR.

(d) Uniform Disclosure to All Prospective Bidders: C-DAC undertakes that all relevant technical information, specifications, constraints, architecture details, and other material forming part of or derived from the finalized DPR shall be uniformly and simultaneously disclosed to all prospective bidders during the subsequent procurement process limited to development activity, thereby ensuring a level playing field. No participant shall be entitled to receive, retain, or utilize any information advantage arising from its participation in the subject EoI.

(e) Restriction on Use of Confidential or Non-Public Information: The Applicant/Bidder shall not, directly or indirectly, use, exploit, or leverage any confidential, non-public, or pre-decisional information obtained or accessed during the course of this engagement (including but not limited to, internal deliberations, draft outputs, preliminary findings, architecture discussions, evaluation criteria discussions, or cost-related inputs) for the purpose of gaining a competitive advantage in any subsequent procurement process. Any such use, exploitation or action shall constitute a material breach of this engagement and shall attract the consequences specified herein, including but not limited to, disqualification, termination, forfeiture of security deposit, blacklisting, and recovery of damages.

(f) **Continuing Disclosure Obligation:** The Applicant/Bidder shall, on a continuing basis, during the term of this engagement and for a period of two (2) years following the completion or termination of this engagement, promptly disclose in writing to C-DAC any circumstance, relationship, arrangement, interest, or development that constitutes or may reasonably be perceived to constitute a conflict of interest in relation to any subsequent procurement process arising out of the DPR. Such disclosure shall include, without limitation, any financial interest, equity holding, licensing arrangement, partnership, joint venture, subcontracting arrangement, or advisory relationship with any entity that is likely to participate in such subsequent procurement process.

(g) **Undertaking/Declaration:** Each Applicant/Bidder shall, at the time of submission of its application/bid under this engagement, submit a duly signed and stamped Undertaking/Declaration in the format specified at Annexure-6 of this document, confirming acceptance of and compliance with all the safeguards set out in this Clause. Failure to submit the Undertaking/Declaration in the prescribed format shall render the application/bid liable for rejection.

Consequences of Breach: Any breach or violation of the obligations set out in sub-clauses (a) through (g) above shall constitute a material breach of the terms of this engagement and shall entitle C-DAC, without prejudice to any other rights or remedies available under law or contract, to:

- (i) terminate the engagement forthwith without any notice or compensation;
- (ii) forfeit the security deposit/performance security furnished by the Applicant/Bidder;
- (iii) debar/blacklist the Applicant/Bidder from participating in any subsequent procurement process arising out of the DPR for a period of up to three (3) years;
- (iv) recover from the Applicant/Bidder all losses, damages, costs, and expenses (including legal fees) incurred by CDAC as a consequence of such breach; and
- (v) report the matter to the relevant authorities, including the Central Vigilance Commission, for appropriate action.

SECTION V1: ANNEXURES

ANNEXURE-1

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: Expression of Interest for Onboarding of Specialized Industry Consultants for the Indigenous Operating System Initiative

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

ANNEXURE-2

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: Expression of Interest for Onboarding of Specialized Industry Consultants for the
Indigenous Operating System Initiative**

EoI Ref No: _____

Dear Sir,

1. I / We hereby certify that I / We have read the entire terms and conditions of the EoI (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

ANNEXURE 3

Bid Security Declaration (To be given on Organization 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: Expression of Interest for Onboarding of Specialized Industry Consultants for the Indigenous Operating System Initiative

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:

ANNEXURE-4
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: Expression of Interest for Onboarding of Specialized Industry Consultants for the
Indigenous Operating System Initiative**

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:

ANNEXURE-5

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: Expression of Interest for Onboarding of Specialized Industry Consultants for the Indigenous Operating System Initiative

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

ANNEXURE-6

**UNDERTAKING/DECLARATION REGARDING PARTICIPATION IN
SUBSEQUENT PROCUREMENT PROCESSES AND CONFLICT OF INTEREST
SAFEGUARDS**

(To be given on Company Letterhead, 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.

**Subject: Expression of Interest for Onboarding of Specialized Industry Consultants for the
Indigenous Operating System Initiative-Undertaking/Declaration Regarding Participation in
Subsequent Procurement Processes – reg**

EoI No.:

Dear Sir,

In connection with our participation in the above-referenced EoI related to the Indigenous Multi-variant Operating System Ecosystem initiative implemented by C-DAC (“Initiative”), we, (Name of Bidder/Firm), hereby declare and undertake as follows:

1. We acknowledge that our participation in this EoI may afford us early visibility of the problem space, architecture direction, priorities, constraints, and technology considerations. We further acknowledge that this may give rise to a perceived or potential conflict of interest in relation to any subsequent procurement process(es) arising out of the finalized DPR.
2. We undertake that all inputs, recommendations, technical notes, architecture designs, standards, specifications, and other deliverables submitted by us under this engagement shall be generic, technology-neutral, non-discriminatory, and in the broader interest of the Initiative implemented by C-DAC under this EoI. We shall not, directly or indirectly, promote, advocate, or recommend any proprietary, vendor-specific, or commercially licensed technology, platform, framework, tool, or solution in which we (or our affiliates, subsidiaries, associates, group entities, or key personnel) hold a financial, commercial, licensing, or other material interest.

3. We shall not, through our inputs or participation in workshops, consultations, reviews, or deliberations, seek to shape, steer, or influence the architecture, design, technology choices, standards, specifications, or any other aspect of the DPR for the purpose of conferring upon ourselves (or our affiliates, subsidiaries, associates, group entities, or key personnel) a preferential position or competitive advantage in any subsequent procurement process.
4. We acknowledge that the final DPR shall be independently reviewed, evaluated, and finalized by the Expert Committee constituted by C-DAC, and we shall have no right, claim, or entitlement regarding the content, conclusions, or recommendations of the finalized DPR.
5. We shall not, directly or indirectly, use, exploit, or leverage any confidential, non-public, or pre-decisional information obtained or accessed during the course of this engagement for the purpose of gaining a competitive advantage in any subsequent procurement process.
6. We shall, on a continuing basis, during the term of this engagement and for a period of two (2) years following the completion or termination of this engagement, promptly disclose in writing to C-DAC any circumstance, relationship, arrangement, interest, or development that constitutes or may reasonably be perceived to constitute a conflict of interest in relation to any subsequent procurement process arising out of the DPR.
7. We understand and accept that any breach of the foregoing undertakings shall constitute a material breach entitling C-DAC to: (i) terminate the engagement forthwith; (ii) forfeit our security deposit/performance security; (iii) debar/blacklist us from participating in any subsequent procurement process arising out of the DPR for up to three (3) years; (iv) recover all losses, damages, costs, and expenses incurred; and (v) report the matter to the Central Vigilance Commission and other relevant authorities.
8. We confirm that no officer, employee, or representative of C-DAC has any direct or indirect financial or personal interest in our Company.
9. We 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 arising out of or in connection with any breach of this undertaking/declaration.

This undertaking/declaration is given voluntarily and with full understanding of its legal consequences. It shall be binding upon us and our successors, assigns, and legal representatives.

Sincerely,

Name: _____ Designation: _____
_____ Authorized Signatory

Date:

Seal/Stamp of the Company

ANNEXURE-7

**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: Expression of Interest for Onboarding of Specialized Industry Consultants for the
Indigenous Operating System Initiative**

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)

ANNEXURE-8

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: Expression of Interest for Onboarding of Specialized Industry Consultants for the Indigenous Operating System Initiative

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

ANNEXURE -9
Data Deletion Undertaking
[On the Letterhead of the Selected Organization]

Date:

To
The Centre Head,
C-DAC, Chennai

Subject: Expression of Interest for Onboarding of Specialized Industry Consultants for the Indigenous Operating System Initiative

EoI Ref No: _____

We, **M/s** _____ (Name of the Bidder / Organization/Institution),
the selected **Organization**, 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:
 - primary systems
 - backup repositories
 - disaster recovery sites
 - cloud environments
 - 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: _____

ANNEXURE -10

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 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

For and on behalf of

Sig.:
Name:
Title:
Place:

Sig.:
Name:
Title:
Place

Witness:
Signature:
Name:
Title