

**Centre for Materials for Electronics Technology
(C-MET), Pune**



General Guidelines

for inviting

Expression of Interest (EOI)

&

Transfer of Technology

www.cmet.gov.in

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I. GENERAL TERMS AND CONDITIONS

1. Background

The Centre for Materials for Electronics Technology, has been set up as a registered Scientific Society, in the year 1990 under Ministry of Electronics and Information Technology, Government of India. One of the main objectives of C-MET is to establish the technology up to Pilot scale for a range of electronic materials and transfer the same to Industry for commercialization. C-MET is engaged in the development of process/product/technology and transfer of the technology in the area of Electronic materials, components and devices to cater to India's strategic and industrial applications, exploiting indigenous resources of raw materials.

The C-MET's R &D activities have been implemented in three laboratories at Pune, Hyderabad and Thrissur, with its head quarters at Pune. Each of these Laboratories has its own area of specialization with requisite infrastructure and expertise. Pune Laboratory specializes in Electronic Packaging, Materials for Renewable Energy and Nano-materials/composites. Hyderabad Laboratory specializes in Ultra Pure Materials and Compound Semiconductors, Refractory Metals, Alloys, Special Materials, RoHS and E-waste. Thrissur Laboratory specializes in electronic ceramics including Microwave Dielectrics, Multilayer Ceramics, Actuators and Sensors, Nanomaterials, Thin Films, Aerogels, graphene, thin films for solar cells and TCO.

C-MET indigenously developed many technologies under various research programmes. Some of the Technologies are already transferred to the Industries and some are under the process of being transferred on as is where is basis. If these technologies are made use by Indian Industries to manufacture end products, it would be a big leap to the Indian Industry thereby to the Indian Economy.

2. Objective

To transfer the Technologies developed by C-MET **on non-exclusive basis** to Industries with good experience in production of electronic materials/components/devices etc., and/or keenly interested in commercial exploitation of Technologies.

3. Purpose of EOI

The purpose of this EOI is to provide:

- i) Interested Parties with the necessary information to enable them to prepare and submit their responses.

- ii) C-MET to evaluate the capabilities of the Bidders to absorb the technologies offered for commercial exploitation.

4. Definitions

- (a) "C-MET" means "Centre for Materials for Electronics Technology, having its head quarters at Pune and Centres at Pune, Hyderabad and Thrissur".
- (b) "Proposer" means any entity or person or association of persons who have submitted their application in the prescribed form in response to EOI document intending to absorb the Technology.
- (c) "Day" means calendar day.
- (d) "Government" means the Government of India.
- (e) "Application Form" means the prescribed Form to be submitted by the "Proposer(s)".
- (f) "Grantee" means the Proposer to whom the Technology is transferred
- (g) "Technical Know How" means the technology, which is being considered for transfer

5. Technologies Offered for Transfer

The Technologies offered for Commercialization are given in **Annexure -I**

6. Terms of Reference

- Granting of Technical Know How for commercialization is purely on the basis of the grantee's capacity to absorb the technology to the full satisfaction of C-MET, the know-how on as is where is basis.
- On Granting the Technical Know How, the Grantee shall enter into an Agreement on Stamp Paper of worth Rs.500, and shall remain in force for a period of Ten years or such extended period as may be mutually agreed upon from the effective date.
- The transfer of Technical KNOW HOW is on a non-exclusive basis, covering the whole of India and reserves the right to transfer the same KNOW HOW to any other parties at its discretion. The Grantee has agreed to have no- say whatsoever with regard to above discretion of the C-MET.
- The Grantee shall not at any time disclose the said know-how to any third party or person, without prior written consent of the C-MET and shall take all possible precaution against any such disclosure.

- The Grantee shall not assign, transfer, encumber, mortgage, or part with possession of the said KNOW-HOW, wholly or partially, without the prior written consent of the C-MET.
- The Grantee shall abide by the provision of "the Patent Act, 1970", if the "KNOW HOW" is patented.
- The Grantee shall commence manufacturing of the article according to the said KNOW-HOW within a period of 24 months from the date of granting the said Technical Know How except otherwise C-MET has specifically agreed to.
- The Grantee shall not at any time deny or dispute the legality, validity or enforceability of the terms of this License or any of its obligations hereunder.
- The Grantee shall not at any time claim any independent, exclusive or any other right to the said KNOW-HOW.
- The Grantee shall not pass on the said KNOW-HOW as its own technology or KNOW-HOW or invention. Any modifications made to the said KNOW-HOW shall not bestow any right to the Grantee to market the product as its own technology. However C-MET has a right to modify/improve/spin off from the know how and can patent the same as its own technology.
- The Grantee shall not on its own name or in the name of any third party, file any patent Application for the grant of patent of the KNOW-HOW transferred under this Agreement and shall also not oppose at any time any patent application made by C-MET that may also include modification/improvement of the said know how.
- The Grantee shall permit the C-MET, its attorneys and duly authorized agents, at all convenient time to enter into any premises of the Grantee where any articles manufactured as aforesaid may be stored or manufactured or sold under this Agreement for the purpose of inspecting the same and the manner of manufacture thereof and generally to ascertain that the provisions of this Agreement are being complied with.
- The Grantee shall affix in a conspicuous manner upon every product, box, packet and leaflets pertaining to the said articles or articles manufactured by him under this license, a label or plate bearing the inscription "C-MET KNOW-HOW": such labels or plates to be supplied by the Grantee and he shall not sell or use any articles, boxes or packets containing such articles as manufactured

under this Agreement without such labels or plates being affixed thereon and similarly every advertisement in respect of the articles so manufactured shall include the same inscription as aforesaid at some conspicuous place. If it is not practicable to put this inscription on the article, the Grantee may put the same on the box in which the items are mounted.

7. EOI Advertisement & Submission of the application

EoI advertisement will be released in a National Daily and will also posted on website of C-MET (www.cmet.gov.in), so as to give wide publicity and invite a large number of eligible "Proposers" who are capable of absorbing the Technologies offered by C-MET, for their participation in the process of Expression of Interest. The information provided by the "Proposer(s)" will be used by C-MET to select potential "Proposer(s)". The decision of C-MET regarding selection of a proposer is final and binding on the proposer. Proposer agrees to legally abide by the same.

EOI document containing the general terms and conditions and a brief write-up about the particular technology including its ToT cost information can be obtained by paying non-refundable fee of **Rs.1000/- per technology (by NEFT)** from;

**Programme Coordinator,
C-MET,
Panchwati, Off Dr. Homi Bhabha Road,
NCL(PO), Pune- 411 008
Phone: +91 (20) 25898390, 25899273**

Account details: Centre for Materials for Electronics Technology, A/c No. 0495000100063589, Punjab National Bank, Pashan Branch, IFS Code: PUNB0049500. All remittances shall be followed by written intimation.

8. Instructions to the Proposers

- (i) Proposers may submit their Company Profile as per the format (Annexure -II) along with supporting documents in a Sealed envelope by registered post/Speed Post or delivered in person, so as to reach **the Programme Coordinator, Centre for Materials for Electronics Technology (C-MET), Panchwati, Off. Dr. Homi Bhabha Road, NCL (PO), Pune 411 008** on or before 31-5-18 for first batch processing and invited till one year from the date of advertisement (26-04-2019) for processing in subsequent batches.

- (ii) The responsibility for ensuring that the applications are delivered in time vests with the "Proposers".
- (iii) The 'Director General, C-MET' may, at his discretion, extend this deadline for the submission of application, in which case, all rights and obligations of 'C-MET' and Proposer(s) previously subject to the deadline will thereafter be subjected to the deadline as extended.
- (iv) The applications submitted by the respective "Proposer(s)" in response to this EOI shall be valid until the award of the contract by 'C-MET' and the "Proposer(s)" shall be bound by their bids until such period.
- (v) The application(s) and material(s) submitted by the Proposer(s) in response to this EOI will become the property of the 'C-MET'.
- (vi) 'C-MET' shall neither be responsible nor pay any expenses or losses which may be incurred by the "Proposer(s)" in the preparation and submission of their application.
- (vii) The application submitted by "Proposers" shall be treated as private and confidential documents, whether or not 'C-MET' accepts the application.
- (viii) The EOI should be accompanied by complete details of the agency / organization, audited financial statement/ certificate, evidence of experience such as client's certificates, project completion certificates or any other relevant document and details of remittance of the cost of EOI document.
- (ix) In the case of start-up complete details of the company including their financial soundness/ source of funds and a write up on how they plan to bring the product to market in case they were awarded the technology are to be forwarded. Educational background and relevant work experience to absorb and market the product shall also be informed along with any other relevant document and details of remittance of the cost of EOI document.
- (x) C-MET' reserves the right to accept or reject any or all EOIs at any point of time without assigning any reason whatsoever.

9. Facilities to be extended by the 'C-MET' to the "Proposer(s)"

For each of the Technology, that is available for transfer on '**As Is Where Is Basis**', C-MET shall provide a brief write up clearly mentioning the overview of the technology including the technology transfer fee, the potential application(s) ,specifications of the products if any, the level of technology readiness at C-MET, the period of training under the agreement, the batch level that will be demonstrated if technology is offered to the proposer etc.

However, it is the responsibility of the proposer to independently assess the market potential, existing or potential competition, alternate technologies that are existing or likely to emerge, risk factors etc. before submitting the proposal and under no circumstances shall resort to legal action against C-MET on these accounts.

10. Technology Transfer Fee

The selected Proposer(s) would be required **to pay Technology Transfer Fee as given in the brief write up**. The amount shall be paid in two installments; 50% plus applicable taxes on signing agreement and the balance amount plus applicable taxes at the time of document handing over before commencement of training. Interest @ 10.75% per annum on all overdue amounts (including any interest in arrear) from the due dates of payments till realization / recovery of such amounts by the C-MET, provided that interest on interest in arrear shall not be charged until the expiry of the period fixed by the C-MET.