

**Ministry of Railways, Government of India  
Research Designs and Standards Organisation  
Manak Nagar, Lucknow – 226 011**

**Wagon Directorate**

Expression of Interest (EOI)

EOI Notice No.: **WD-05-2015**

Ministry of Railways, Research Design and Standards Organisation (RDSO) is interested in developing specifications for:

***‘Design and Development of draft gear compatible to slackless draw bar arrangement for use on Broad gauge bogie container flat wagons and it’s variants of Indian Railways.***

Firms who have enough experience & capabilities in the field and ISO certificate and are interested in design/developing and supply of said item are requested to see the details of this EOI on the ‘EOI’ pull down menu of the ‘Tender Tab’ on the main page of the RDSO website **<http://www.rdsso.indianrailways.gov.in>** or contact **Director/Wagon-I, BSNL Phone +91 (522)-2465776, email- dswwd.rdsso@gmail.com & fax (+91522)2465776** in Lucknow on any working day for further details.

The firms are requested to submit details as per details given on RDSO website in the prescribed format(within a month from date of uploading on website) to **Executive Director/ Wagon, Wagon Directorate, Annex I Building, RDSO Lucknow- 226011; BSNL Phone (+91522) – 2465776, BSNL Tele/Fax-(+91522) – 2465776, e-mail: dswwd.rdsso@gmail.com**

**Director General/ Wagon**



**Government of India  
Ministry of Railways**

**Expression of Interest**

For

***‘Design and Development of draft gear compatible to slackless draw bar arrangement for use on Broad gauge bogie container flat wagons and it’s variants of Indian Railways.’***

**EOI Notice No.: WD-05-2015**

**Wagon Directorate  
Research Designs and Standards Organisation  
Manak Nagar, Lucknow- 226 011(India)**

### Disclaimer

Wagon Design Directorate (WDD) of Research Designs and Standards Organisation (RDSO) has prepared this document to give interested parties background information on the project. While WDD has taken due care in the preparation of the information content herein and believes it to be accurate, neither WDD nor any office authorities, officers, employees, agents/and advisors gives any warranty or make any representations, express or implied as to the completeness or accuracy of the information contained in this document or any information contained in this document or any information which may be provided in connection therewith.

The information is not intended to be exhaustive. Interested parties are required to make their own inquiries and respondents will be required to confirm in writing that they have done so and they do not rely on the information provided in the Expression of Interest (EOI) document in submitting their response. The information is provided on the basis that it is non –binding on WDD or any of its authorities or agencies or any of their respective officers, employees, agents or advisors.

Wagon Design Directorate (WDD) reserves the right not to proceed with the project, to alter the timetable reflected in this document or to change the process or procedure to be applied for selection of enquiry partners. It also reserves the right to decline to discuss the project further with any party expressing interest.

No reimbursement of cost of any type whatsoever will be paid to persons, or entities, expressing interest in the project.

## **Introduction:**

Research Designs and Standards Organization (RDSO) under Ministry of Railways at Lucknow is a research organization of Indian Railways (IR). RDSO has various directorates for smooth functioning including. Wagon design directorate is engaged in design and development of freight cars and allied components and has state of the art analysis and design facilities to carry out (wagon) Freight car design and development work.

Wagon design Directorate has successfully implemented projects in the area of design and development of higher axle load freight cars including frameless tank cars, container flat cars, auto-cars, steel coils transportation cars and special wagons for transportation of heavy consignments. Wagon design directorate has also been instrumental in development of specification for couplers, brake systems, bogies and similar type of items regularly utilised on Indian Railways network system.

With ever increasing inter-modal containerised traffic movement over Indian Railways network and enhanced role of Container Train Operators(CTOs), it is expected that in future, production of flat cars will take a leap and availability of suitable specifications and suppliers for quality components for these freight cars will ensure safe and smooth induction of rolling stock on Indian Railways network.

BLC wagons which were procured under global tender by CONCOR as a part of World Bank financed container transport logistics project, had many incorporated/adopted features which were a first for Indian Railways. CONCOR in its technical specification for a global tender during inception stage of BLC wagons has incorporated quick draw draft gear to M/s Keystone part no 16560.

With increased adoption and critical application of suitable draft gear on container wagons, there is imperative need to frame a matching specification utilising the know-how available globally and further to identify global multiple sources of the item for ensuring availability and cost effectiveness.

It is essential to highlight that such product has to work in unison with other components of coupling system like yoke, draw bar, striker castings, yoke pins etc, hence interchangeability compliant design is a must in order to reduce inventories and duplication of resources.

Zonal railways, CTO's, and freight car manufacturers may also direct any potential or known source/vendor/industry to RDSO at the earliest possible with/without their own assessment against these EOI guidelines.

The objective of the EOI is to ensure transparency in conceptualising the specifications for the product. This will not be used to shortlist vendors and this exercise is mainly to get valuable feedback from the Industry.

### **Details of the RDSO project:**

RDSO plans to develop specifications/technical requirements for use as a guideline to potential suppliers for designing, developing and supplying a *draft gear compatible to slackless draw bar arrangement for use on Broad gauge bogie container flat wagons and its variants* on Indian Railways. The unified specification and design of draft gear should be able to cater to 20.3 tons, 22.0 tons and 25 tons axle loads container flat cars operations.

### **Scope of the present EOI in above RDSO project:**

To partner with RDSO on development of specification for *draft gear compatible to slackless draw bar arrangement for use on Broad gauge bogie container flat wagons and its variants* of Indian Railways.

### **Process:**

General process would be as indicated below-

1. Calling of Expression of Interest to develop the specifications for the above said item required technical details attached] through wide publicity and advertisement.
2. Meeting in RDSO, if required, to discuss the specifications including presentations if any by the firms. The presentations shall be held separately for each firm to ensure Intellectual Property (IP) safety. Input from the firms shall be taken as deemed fit regarding any suggestions/ comments/ objections/ etc. for the technical specifications.
3. Finalization of specification by Wagon design directorate, RDSO and publishing on the Website to solicit any further comments from vendors/ other organizations.

Credentials of the firms desirous of participating in the EOI:

Following are the expected credentials of the firms desirous of participating in the EOI

1. The firm and/or its licensee should be in the line of manufacture of draft gears or similar coupling system for rail cars on reputed rail networks worldwide and should have put in use their technology on rail road applications.
2. The firm and/or its licensee should have necessary expertise in the following areas : -
  - a. Design of the various types of draft gears or similar coupling system as given in the scope of the project.
  - b. Have sufficient design, manufacturing and testing capabilities for such item.
  - c. Should have designed and developed draft gears or similar coupling system for railroad application.
  - d. Should be willing to support the Indian Railways for development of the above said draft gear.

3. Interested parties may participate in the EOI by filling in the Application form given at Annexure I.

**Draft Specifications:**

Draft technical specifications are enclosed at Annexure-2 and mutual non-disclosure agreement as Annexure-C. Clarification/Remarks if any may be addressed to:

**Executive Director (Wagon)**

**Room No: 32**

**Wagon Directorate, Annexe 1 Building**

**Research Designs & Standards Organization**

**Ministry of Railways**

**Manak Nagar**

**Lucknow - 226011**

**Uttar Pradesh, India**

**e-mail: edswagon@gmail.com**

**Director (WD-I),**

**Room No 29, Wagon Directorate,**

**Annexe I Building,**

**Research Design & Standards Organization (RDSO),**

**Manak Nagar, Lucknow-226011;**

**BSNL Phone: (0522) – 2465776,**

**BSNL Fax: (0522) – 2465776,**

**e-mail: dswwd.rdso@gmail.com**

**FORMAT FOR LETTER OF RESPONSE**

Respondents Reference No.....

Date.....

**Executive Director (Wagon)**  
**Room No: 32**  
**Wagon Directorate, Annexe 1 Building**  
**Research Designs & Standards Organization**  
**Ministry of Railways**  
**Manak Nagar**  
**Lucknow - 226011**  
**Uttar Pradesh, India**

Sub: Design and Development of draft gear compatible to slackless draw bar arrangement for use on Broad gauge bogie container flat wagons and it's variants of Indian Railways.

Dear Sir,

**RESPONSE TO- EOI FOR PARTICIPATION\_\_\_\_\_**

1. We, the undersigned, offer the following information in response to the Expression of Interest sought by you vide your notification no.\_\_\_\_\_ dated\_\_\_\_\_.
2. We are dully authorised to represent and act on behalf of\_\_\_\_\_ (hereinafter the "respondent")
3. We have examined and have no reservations to the EOI document including Addenda No(s) \_\_\_\_\_.
4. We are attaching with this letter, the copies of original documents defining:-
  - a) The Respondent's legal status
  - b) Its principal place of business
  - c) Its place of incorporation (if respondents are corporations); or its place of registration (if respondents are cooperative institutions, partnerships or individually owned firms);
  - d) Self certified financial statements of last three years, clearly indicating the financial turn over and net worth.
  - e) Copies of any market research, business studies, feasibility reports and the like sponsored by the respondents, relevant to the project under consideration.
5. We shall assist MoR and/or its authorised representatives to obtain further clarification from us, if needed.
  - a) RDSO and/or its authorised representatives may contact the following nodal persons for further information on any aspects of the responses:

S.No.	Contact Name	Address	Telephone	email
1				
2				

6. This application is made in full understanding that:
- Information furnished in response to EOI shall be used confidentially by RDSO for the purpose of development of the project.
  - RDSO reserves the right to reject or accept any or all applications, cancel the EOI and subsequent bidding process without any obligation to inform the respondent about the grounds of the same.
  - We confirm that we are interested in participating in development of the project.
7. We certify that our turnover and net worth in the last three years is as under:

Financial Year	Turn over	Net worth

8. In response to the EOI we hereby submit the following additional details annexed to this application.
- Details of various items being manufactured/consultancy undertaken.
  - Details of customer(s) and supplies made in the field of item under EOI.
  - Experience and expertise for the items proposed in EOI.
  - Details of man-power with their qualification and experience.
  - Detailed proposal for items proposed in EOI including alternative proposal, if any.
  - Details of Intellectual Property Right (IPR) held, patent filed/held and MoU/agreement signed.
  - Details of ISO certification
  - A write up on understanding of the work.
  - Short CV's of the key personnel expected to be deployed in the work.
  - Undertaking as per Annexure-A
9. The undersigned declare that the statements made and the information provided in the dully completed application are complete, true, and correct in every details. We also understand that in the event of any information furnished by us being found later on to be incorrect or any material information having been suppressed, RDSO may delete our name from the list of qualified respondents. We further understand that RDSO will give first preference to the applicants considered relevant for the purpose. .

Our response is valid till (date in figures and words):\_\_\_\_\_

Yours sincerely,

(Sign)

Name:

In the capacity of

Duly authorised to sign the

Response for and on behalf of

Date:



**Annexure –A**

(To be taken on non-judicial stamp paper of appropriate value as applicable in the respective state and duly notarised & witnessed)

**UNDERTAKING**

I .....,son of .....aged about .....Years resident of .....do hereby solemnly affirm as under:

1. That the deponent is the Authorised signatory of (Name of the Sole Proprietorship Concern/Partnership Firm/Registered Company/Joint Venture).
2. That the deponent declares on behalf of (Name of the Sole Proprietorship Concern/Partnership Firm/Registered Company/Joint Venture) that:
  - a) In regard to matters relating to the security and integrity of the country, no charge sheet has been filed by an agency of the Government/ conviction by a court of Law for an offence committed by the \_\_\_\_\_(name of the entity ) or by any sister concern of the \_\_\_\_\_(name of the entity ) would result in disqualification.
  - b) In regard to matters other than the security and integrity of the country, \_\_\_\_\_(name of the entity )has not been convicted by a court of Law or indicated/passed any adverse order by a regulatory authority against it or it's any sister concern which relates to a grave offence, or would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community.

DEPONENT

**VERIFICATION**

I declare that the contents of para 1 to 2 above are true as per my knowledge and nothing has been hidden.

DEPONENT

**Introduction to present system**

1. Indian railways is utilising broad gauge low platform flat wagons(Freight cars) designed by WDD/RDSO under nomenclature of BLC(A-car & B-car) and BLCM(A-car & B-Car) for transportation of 20 feet and 40 feet ISO containers in single and double stacks configuration on its network. The speed potential, loading configuration and other operational details of these freight stocks are available in below mentioned speed certificates, issued by RDSO:
  - MC.CONTR.ISO.BG-Flat dt. 15.09.1997(BLC with single stack container).
  - MW/CONTR/DOUBLE STACK Dt. 26.01.2006.( BLC with double stack container).
  - MW/CONTR/DOUBLE STACK Dt. 26.01.2006.( BLC with double stack container).
  - MW/SPD/BG/CONTR/DOUBLE STACK/22.0 t Dt. 12.11.2007 (BLCM wagons with double stack containers).
2. The present formation is of a total of 45 cars (2 no's of A-Car and 3 no's of B-Cars in a unit/module with 9 such units constituting a rake) with 20.3 tons and 22.0 tons axle load for BLC and BLCM stocks respectively. It is expected that more than one such rakes may be coupled together to run on long haul (rake) formation in future. It is also expected that such wagons/rake may be upgraded to 25 tons axle load operations or similar new design with 25 tons capacity may be introduced.
3. Each A-Car is fitted with Centre Buffer Coupler (CBC) on raised end (outer ends of a unit). Similarly Slackless Draw Bar (SDB) system is provided on opposite end (lower end) of these cars/wagons. B-Cars of these wagons have been fitted with Slackless Draw Bar (SDB) system on both ends. A-car is connected with other car through CBC to connect wagons of a unit with other for rake formation. WDD/RDSO has designed/developed(or under development) other variant of these wagons which operates on nearly similar type of rake configuration (car formation i.e BLL & BLC 25t). Other technical details of BLC/BLCM wagons have been given under Annexure-B.
4. Slackless Draw Bar (SDB) arrangement has got items like yoke, follower, yoke pins, back stops which generally confirms to standard AAR specifications. Details of items of SDB arrangement is given below:

Follower:	AAR Y-46 AE
Yoke:	RDSO Sketch no. SK. 62724, Item-3.
Yoke pin:	RDSO Sketch no. SK. 62724, Item-12.
SDB:	RDSO approved Slackless Draw Bars(SDB) devices for Container Flat Wagons of IR
Striker casting:	MITES Drg No MITES/TP-9405-S-002.
Back Stop:	W/BD 699.

5. The pocket size of proposed draft gear design is 24-5/8 inches. Same is available in RITES drawing no RITES/TP-9405-S/001. Similarly the maximum travel allowed in draft gear is 19 mm (3/4 inch).

#### Requirements from EOI participants

6. It is expected that participants will assist Indian railways in finalising the specifications of draft gear meeting the system requirements mentioned in para 1 to 5 above. Participants will furnish the following details along with justification with their proposal. If a participant wishes to put forth “off- the- shelf” available product suitable to above requirements mentioned in para 1 to 5 above, shall also furnish the proposal with following details.

- a. Is the proposed draft gear suiting to above requirements readily available? If so, pl furnish the complete technical specification, test regime/format used, details of any global standard used in design of such product, whether approved by any certifying body/agency, number of pieces manufactured so far in same category, countries where in use.

- b. The proposer will also furnish following details :

S no	Item	Proposed value or range	Rationale/design calculations for arriving at such value(Proposer may attach separate annexure if required)
1	Minimum Official capacity		
2	Rated travel		
3	Maximum travel		
4	Preload or Pre-compression		
5	Recoil value (%)		
6	Any other parameter as deemed fit		
7	Minimum Energy dissipation per Cycle (Foot-Pound)		Attach actual curve.

- c. Proposed Testing Requirements for prototype:

- Names of tests and test procedures
- Name(s) of Test standards if applicable.
- Infrastructure requirements in details.
- Qualification criteria under such tests.
- Remarks/calculations on life cycle of product.

## Annexure –B

The basic characteristics/leading dimensions of important container wagons have been tabulated below:

Sl.No.	WAGON PARTICULAR	Type of Wagon					
		BLCA	BLCB	DSC BLCAM	DSC BLCBM	BLLA	BLLB
				22t	22t		
1.	Length over head stock (mm)	13625	12212	13625	12212	15220	13810
2.	Length over buffers/couplers	14566	13165	14566	13165	16161	14763
3.	Height of floor from rail level (mm)	1009	1009	1009	1009	1008	1008
4.	Bogie centres (mm)	9675	8812	9675	8812	10700	9810
5.	Journal length × dia. (mm)	144.5/ØR.B.	144.5/ØR.B.	144.5/ØR.B.	144.5/ØR.B.	144.5/ØR.B.	144.5/ØR.B.
6.	Journal centers (mm)	2260	2260	2260	2260	2260	2260
7.	Wheel dia. on tread (mm)	840	840	840	840	840	840
8.	Maximum axle load (tonne)	20.32	20.32	22	22	20.32	20.32
9.	Tare (tonne)	19.1	18.0	19.1	18.0	19.8	19
10.	Pay load (tonne)	61	61	68.9	70	61	61
11.	Gross load (Pay+Tare) (Tonne)	80.1	79	88	88	80.8	80
12.	Ratio Gross load/Tare	4.19	4.38	4.60	4.88	4.08	4.21
13.	Loading density (tonnes/meter)	5.5	6	6.04	6.68	5	5.42
14.	Ratio Pay/Tare	3.194	3.39	3.60	3.89	3.08	3.21
15.	C.G. mts (Tare). (Loaded)	0.551 1.993	0.548 2.013	0.551 2.660	0.548 2.695	0.604 1.998	0.603 2.011
16.	Track Gauge	1676 mm		1676 mm		1676 mm	

## MUTUAL NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement is made on of this ..... day of ..... 2012 between the President of India acting through ..... Research Designs and Standards Organisation (hereinafter referred to as "RDSO"), an Office of the Ministry of Railways, Government of India and having its Head Office at Manak Nagar, Lucknow-226011 and,

M/s **XX** a Company incorporated under the Companies Act, 1956 and having its Registered Office at .....(hereinafter referred to as "**XX**")

*(Each reference to "**XX**" in this Agreement shall be deemed to include its respective subsidiaries, affiliates and sister companies or any other organization in which **XX** has an ownership stake or over which **XX** can exert control, each of which/such party shall cause to observe the requirements of this Agreement with respect to the information disclosed by **RDSO** to **XX** under this Agreement.)*

The parties wish to (PLEASE MENTION THE PURPOSE) of mutual interest and in connection with this opportunity, each party may disclose to the other party certain confidential technical and business information which the disclosing party desires the receiving party to treat as confidential.

Now, therefore, in consideration for the premises and obligations set forth herein, it is hereby agreed that :

### Definition of Confidential Information

1. For purposes of this Agreement, "**Confidential Information**" shall mean any data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed, including, but not limited to (1) any scientific or technical information, relating to the invention, design, process, procedure, formula, improvement, technology, method for operation and manufacture of products (2) manufacturing drawing and all information referred to in such manufacturing drawings (3) all type of data collected either from either parties to this agreement or any existing, potential, past customer of either parties to this agreement during interview, survey or through telephonic conversation, letters or any other means while and during carrying out the assignment mentioned above (4) costs, margins and pricing (5) any concepts, reports, data, know-how, works-in-progress, designs, development tools, specifications, computer software, source code, object code, flow charts, databases, inventions, information and trade secrets (6) marketing studies, strategies, or projections, operations, business plans and performance results relating to

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the past; (7) information, documents and materials relating to the financial management and other business conditions, prospects, plans, procedures and affairs which either parties to this agreement holds confidential or considers proprietary and has not publicly disclosed and (8) names of developmental programs, sales or marketing plans, or references to next generation products and new product introductions, which is transmitted or communicated by RDSO to the party of the other part of this agreement.

Provided that information disclosed orally or by observation will be treated as **Proprietary Information**, only if the same is confirmed as confidential in writing within a period of three (3) days from its disclosure;

Confidential Information need not be novel, unique, patentable, copyrightable or constitute a trade secret in order to be designated Confidential Information. The Receiving Party acknowledges that the Confidential Information is proprietary to the Disclosing Party, has been developed and obtained through great efforts by the Disclosing Party and that Disclosing Party regards all of its Confidential Information as trade secrets.

## **TERMS AND CONDITIONS**

### **2. Confidentiality Obligations :**

- a. All Proprietary Information and confidential information which is transmitted or communicated by Disclosing Parties shall in all cases be held in confidence by Receiving Parties and it shall not directly or indirectly, in any way, reveal, report, publish and disclose or transfer to any third party unless written consent of the Disclosing Parties is first obtained. Except that, Receiving Parties has the right to disclose such information to its own employees, consultants and representatives who are bound by an obligation of confidentiality and who need to know such information for the purpose specified hereinabove.
- b. Receiving Parties shall advise each of the persons to whom it provides access to any of the Confidential Information, that such persons are strictly prohibited from making any use, publishing or otherwise disclosing to others, or permitting others to use for their benefit or to the detriment of the Disclosing Party, any of the Confidential Information, and, upon Request of the Disclosing Party, to provide the Disclosing Party with a copy of a written agreement to that effect signed by such persons.

- c. Receiving Parties agrees to use the Confidential Information solely in connection with the current or contemplated relationship between the parties and not for any purpose other than as authorized by this Agreement without the prior written consent of an authorized representative of the Disclosing Party. No other right or license, whether expressed or implied, in the Confidential Information is granted to the Receiving Party hereunder. Title to the Confidential Information will remain solely in the Disclosing Party. All use of Confidential Information by the Receiving Party shall be for the benefit of the Disclosing Party and any modifications and improvements thereof by the Receiving Party shall be the sole property of the Disclosing Party.
- d. Receiving Parties agrees to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; For the purpose of protecting Proprietary Information received from Disclosing Parties hereunder, Receiving Parties will use efforts commensurate with those it employs for the protection of corresponding information of its own, including as a minimum, alerting its employees of the confidential and sensitive nature of the Proprietary Information of Disclosing Parties, and will make disclosure to its employees only on a need-to-know basis and using appropriate safe-keeping procedures for Proprietary Information.
- e. Receiving Parties agrees not to use any Confidential Information to unfairly compete or obtain unfair advantage vis-a-vis Disclosing Parties
- f. Receiving Parties agrees to comply with any other reasonable security measures requested in writing by the Disclosing Parties
- g. Receiving Parties agrees to refrain from directly contacting or communicating by whatsoever means to the Source(s) of Information without written consent of the Disclosing Party
- h. Receiving Parties agrees to undertake not to disclose any names and their particulars to third parties without the written consent by the Disclosing Parties

**3. Exceptions:**

Notwithstanding the provisions of Paragraph 2 of this Agreement Receiving Parties shall not be required to maintain confidentiality or be restricted in its use of any Proprietary Information which:

- i. was in the public domain at the date of disclosure to Receiving Parties;
- ii. becomes public knowledge during the term of this Agreement without breach of this Agreement;
- iii. Receiving Parties can show that it was in its possession with the full right to disclose prior to its receipt from or disclosure by Disclosing Parties;
- iv. disclosure of which is required by law or by order of a court of competent jurisdiction;

*However, it is expressly agreed that the data information collected during carrying the assignment by RECEIVING PARTIES shall form part of the confidential information and shall be governed by this agreement.*

**4. Compelled Disclosure of Confidential Information.**

Notwithstanding anything in the foregoing to the contrary, the Receiving Party may disclose Confidential Information pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar method, provided that the Receiving Party promptly notifies, to the extent practicable, the Disclosing Party in writing of such demand for disclosure so that the Disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information; provided in the case of a broad regulatory request with respect to the Receiving Party's business (not targeted at Disclosing Party), the Receiving Party may promptly comply with such request provided the Receiving Party give (if permitted by such regulator) the Disclosing Party prompt notice of such disclosure. The Receiving Party agrees that it shall not oppose and shall cooperate with efforts by, to the extent practicable, the Disclosing Party with respect to any such request for a protective order or other relief. Notwithstanding the foregoing, if the Disclosing Party is unable to obtain or does not seek a protective order and the Receiving Party is legally requested or required to disclose such Confidential Information, disclosure of such Confidential Information may be made without liability.

^



6. **Term:**

This Agreement shall be effective from the date of execution of this agreement and shall remain in force for a period of 5 (five) years from the date of the said execution.

7. **Termination:**

Either party hereto, upon written notice to the other, may terminate this Agreement. Such termination shall be effective thirty (30) days after receipt of such notice. All obligations arising under this Agreement shall survive any termination or expiration of this Agreement and any confidentiality obligations will remain in effect for a period of five (5) years from date of first disclosure hereunder. Upon termination or expiration of this Agreement, any **Proprietary Information** received by Receiving Parties pursuant to this Agreement shall be returned, together with all copies thereof.

8. **Notice of Breach.**

Receiving Parties shall notify the Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information by Receiving Parties or its Representatives, or any other breach of this Agreement by Receiving Parties or its Representatives, and will cooperate with efforts by the Disclosing Party to help the Disclosing Party regain possession of Confidential Information and prevent its further unauthorized use.

9. **Return of Confidential Information.**

**Receiving Parties** shall immediately return any **Proprietary Information** received in pursuance to this Agreement and redeliver to the other, all tangible material embodying the Confidential Information provided hereunder and all notes, summaries, memoranda, drawings, manuals, records, excerpts or derivative information deriving there from and all other documents or materials ("Notes") (and all copies of any of the foregoing, including "copies" that have been converted to computerized media in the form of image, data or word processing files either manually or by image capture) based on or including any Confidential Information, in whatever form of storage or retrieval, upon the earlier of (i) the completion or termination of the dealings between the parties contemplated hereunder; (ii) the termination of this Agreement; or (iii) at such time as the Disclosing Party may so request; provided however that the Receiving Party may retain such of its documents as is necessary to enable it to comply with its document retention policies. Alternatively, the Receiving Party, with the written consent of the Disclosing Party may (or in the case of Notes, at the Receiving Party's option) immediately destroy any of the foregoing embodying Confidential Information (or the reasonably non recoverable data erasure of computerized data) and, upon request,

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certify in writing such destruction by an authorized officer of the Receiving Party supervising the destruction).

**10. Rights, Remedies and Restrictions.**

Both parties acknowledge that the Confidential Information to be disclosed hereunder, is of a unique and valuable character, and that the unauthorized dissemination of the Confidential Information would destroy or diminish the value of such information. The damages to Disclosing Party that would result from the unauthorized dissemination of the Confidential Information would be impossible to calculate. Therefore, Receiving Parties acknowledges that :

- (a) Disclosing Parties possesses and will continue to possess proprietary information that has been created, discovered or developed by or on behalf of disclosing parties by third parties, which information has commercial value and is not in the public domain;
- (b) Unauthorized use or disclosure of Proprietary Information is likely to cause irreparable injury not readily measurable in monetary damages;
- (c) In the event of an unauthorized use or disclosure, Disclosing Parties shall be entitled to, without waiving any other rights, recourses or remedies to which it may be entitled under this Agreement, at law or in equity, such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction ;
- (d) Disclosing Parties and its licensors retain all right, title and interest in and to the Proprietary Information including without limiting the generality of the foregoing, title to all materials whether provided by or on behalf of Disclosing Parties.
- (e) Any authorized use or disclosure by the proprietor, agents representatives, advisors, directors, officers or employees of receiving parties shall be deemed to be an unauthorized use or disclosure by receiving parties and that receiving parties shall indemnify and hold harmless Disclosing Parties from and against any and all damages, losses, costs, expenses and attorneys' fees incurred as a result of such breach.
- (f) This agreement shall remain in force notwithstanding any change in the ownership, management, constitution, merger and amalgamation etc. of Receiving Parties.

- (g) Any failure by either party to enforce the other party's strict performance of any provision of this Agreement will not constitute a waiver of its right to subsequently enforce such provision or any other provision of this Agreement.

**11. Severability of Provisions:**

Should any part of this Agreement be declared invalid by a court of law, such decision shall not affect the validity of any remaining portion which shall remain in full force and effect as if the invalid portion was never a part of this Agreement when it was executed. As it is, the parties' intent that this Agreement be enforced to the fullest extent permitted by law, such invalidated section shall be deemed amended so as to avoid the reasons for its invalidity. Should the severance or amendment of any such part of this Agreement materially affect any other rights and obligations of the parties hereunder, the parties hereto will negotiate in good faith to amend this Agreement in a manner satisfactory to the parties.

**12. Non-Assignability:**

Neither party hereto shall, directly or indirectly, assign or purport to assign this Agreement or any of its rights and obligations in whole or part to any third party without the prior written consent of the other party.

**13. Warranty.**

Each Party to this agreement warrants that it has the right to make the disclosures under this Agreement. **no warranties are made by either party under this agreement** **Whatsoever.** Each party to this agreement acknowledges that although they shall endeavor to include in the Confidential Information all information that they believe relevant for the purpose, however no representation or warranty as to the accuracy or completeness of the Confidential Information is being made by the Disclosing Party. Further, Disclosing Party is not under any obligation under this Agreement to disclose any Confidential Information it chooses not to disclose.

**14. Amendment:**

Subject to Paragraph 9 above, this Agreement shall not be amended, modified or altered, except in writing, duly accepted and executed by both parties.

15. **Governing Law:**

This Agreement shall be governed by and construed in accordance with the laws of India. Any dispute arising out of this Agreement or interpretation of any provision of this agreement or arising out of execution of this agreement shall be referred to the arbitrator nominated by the **RDSO** in accordance with Indian Law. The disputes shall be subject to the jurisdiction of the Courts at Lucknow, India only.

16. **Entire Agreement :**

This Agreement constitutes the entire agreement and understanding of the parties hereto, and no representations or promises have been made that are not fully set forth herein.

17. **Notices:**

Any notices or communications required or permitted to be given hereunder, from either party to the other will be given in writing to the attention of the persons listed below, or to other such addresses or addressees as may hereafter be designated in writing for notices by either party to the other and may be delivered by hand, deposited with a nationally recognized overnight carrier, electronic-mail, or mailed by certified mail, return receipt requested, postage prepaid, in each case. All such notices or communications shall be deemed to have been given and received (a) in the case of personal delivery or electronic-mail, on the date of such delivery, (b) in the case of delivery by a nationally recognized overnight carrier, on the third business day following dispatch and (c) in the case of mailing, on the seventh business day following such mailing.

If to **RDSO** :

Attention : **Sri ..... Director**  
**Wagon Directorate,**  
**Research Designs and Standards Organisation (RDSO)**  
**Manak Nagar, Lucknow – 226011**

If to:XX

Attention : **Sri.....**  
.....

IN WITNESS WHEREOF, the parties hereby or authorized agents thereof, have executed this Agreement, as of the date first above written i.e. ....which shall be binding upon them and their respective successors and assigns, as of the day and year first above written.

<b>For RDSO</b>	<b>For XX</b>
Name : Shri .....	Name : .....
Designation : Director	Designation :
Witness :	Witness :

Expressive