

Reply of queries raised by firms during Pre-Eol meeting on 26-06-2023 and through emails and letters subsequently

Sl. No.	Query	Reply of CoE/IRISET
1	M/s GGTronics, Bangalore.	
1(a)	The Para 5 (b) Eol for Moving Block States that the “Prospective Associate(s) shall not be entitled to employ or use Foreground IPR for the purposes other than IR project(s) and supply without the express/written approval of IR.” Instead of this we request you to consider this “Prospective Associate(s) shall not be entitled to employ or use Foreground IPR for the purposes other than project(s) in India and supply without the express/written approval of IR.” Since the suburban rail, Metro rail in India etc are for the development of India as a whole to meet Atmanirbhar Bharat.	Agreed. Amendment to EOI document being issued separately.
1(b)	The revenue sharing should be 40:60 instead of 60:40, to encourage the Prospective Associate(s) to bring in more business. This in turn brings in more revenue for all of us duly compensating for all the expenditure involved in supply of prototype, training, marketing etc., by the Prospective Associate(s) without losing out in this competitive field.	Not agreed. The revenue sharing model shall be as followed in case of development of TCAS(Kavach) technology by IR & technology firms jointly on sharable basis. Moreover, IR shall provide funding, Field infrastructure for field trials and fully associate in development, till ISA approval of the prototype product.
1(c)	The Royalty shall be 0.5% instead of 2% . It goes a long way to clinch the deals with prospective customers in this competitive world and bring progress.	
1(d)	Para 4.2 of Section 4 Item no. (ii) of Annexure 3 Financial Credentials Provisional Financials for FY 2022-23 duly signed by Director and which will be subject to audit, may be permitted.	Agreed. Amendment to EOI document being issued separately.

2	M/s Medha, Hyderabad.	
2(a)	Section 2(b)(i) of Annexure B Information required to the stage of finalizing the FRS and SRS can be shared. During development whatever the IP generated can't be shared except the functional block level details of individual modules, interconnection diagrams, and drawings that are required for interoperability requirements and maintenance.	Agreed. Amendment to EOI document being issued separately.
2(b)	Section 4 (iv) of Annexure B Only the information to the extent needed for interoperability and functional block diagram level can be shared. Any other material can't be shared with any party outside Medha.	Agreed. Amendment to EOI document being issued separately.
2(c)	Section 5 (b) of Annexure B In case a Prospective Associate is willing to undertake technology transfer sale/licensing of Foreground IPR with third parties then the revenue realization is to be shared in the ratio of 40:60 between CoE/IRISET and the Prospective Associate respectively.	Not agreed. The revenue sharing model shall be as followed in case of development of TCAS(Kavach) technology by IR & technology firms jointly on sharable basis. Moreover, IR shall provide funding, Field infrastructure for field trials and fully associate in development, till ISA approval of the prototype product.
2(d)	Section 6 of Annexure B It is expected that IR and CoE/IRISET shall also disclose the existing background IPRs that are intended to be used in the project.	Not agreed IR has a right to share technical information related to the existing background IPR of Kavach to achieve multivendor interoperability.
2(e)	Section 8(a) of Annexure B IR and CoE/IRISET shall indemnify the prospective associate(s) from any infringement proceedings pertaining to Background IPR used in the Project as well as pertaining to any Foreground IPR, in case prima facie the prospective associate(s) has no part in the infringement.	In view of the above, there is no need to amend the clauses.
2(f)	Section 12 (d) of Annexure B Same as Section 5 (b), the revenue realization is to be shared in the ratio of	Not agreed. The revenue sharing model shall be as followed in case of

	40:60 between CoE/IRISET and the Prospective Associate(s) respectively.	development of TCAS(Kavach) technology by IR & technology firms jointly on sharable basis.
2(g)	<p>Section 12 (e) of Annexure B Accommodating 2% on sale price as royalty would be huge burden on the Prospective Associate. Can be made to the maximum extent of 0.5%</p>	Moreover, IR shall provide funding, Field infrastructure for field trials and fully associate in development, till ISA approval of the prototype product.
	The clause shall be updated as ' anywhere in India ' instead of ' Indian Railway '	Agreed. Amendment to EOI document being issued separately.

3	M/s HBL , Hyderabad.	
3(a)	<p>Clause 2 (b) (i),(ii),(iii),(iv) of Annexure B The details mentioned under IPR scope is to be elaborated more and to be clarified. The details given are very limited and same can be removed.</p>	IPR details have been included in Eol document as deemed fit by CoE/IRISET.
3(b)	<p>As more investment will be made by the Prospective Associate , the ratio to be revised as per below: In case a Prospective Associate is willing to undertake technology transfer/ sale/ licensing of Foreground IPR with third parties then the revenue realization is to be shared in the ratio of 35:65 between CoE/IRISET and the Prospective Associate(s) respectively.</p>	<p>Not agreed. The revenue sharing model shall be as followed in case of development of TCAS(Kavach) technology by IR & technology firms jointly on sharable basis. Moreover, IR shall provide funding, Field infrastructure for field trials and fully associate in development, till ISA approval of the prototype product.</p>
3(c)	<p>Clause no. 12 (e) of Annexure B The royalty rate for IR or CoE/IRISET can be revised to 0.4% instead of 2% of ex-factory sale price from the sale of items/products in other than Indian Railways under such commercialization.</p>	
3(d)	<p>Clause no. 12 (e) of Annexure B Instead of other than Indian Railways, the same can be revised to any where in India including IR, Metro Rail, Rapid Metro, High Speed Rail Corridors.</p>	<p>Agreed. Amendment to EOI document being issued separately.</p>