

**ELECTRONICS CORPORATION OF INDIA LIMITED  
TELECOM DIVISION, IT&TG  
HYDERABAD-500062, INDIA**

**Request for Expression of Interest (EOI) For DWDM turnkey project**

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**REF: ECIL/TCD/DWDM**

**DATED: 19.02.2014**

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**1. PREAMBLE:**

Electronics Corporation of India Limited, A Public Sector Undertaking (PSU), fully owned by Government of India, established in 1967 to create a strong indigenous base in Electronics Industry. Since then, it has played a pioneering role in spurring the growth of electronics industry in India. Over the years, ECIL has evolved into a multi product, multi disciplinary organization. The current focus is on increasing contributions to Atomic Energy, Space, IT, Defense Space, Electronic Security Applications, Communications & Networks, e-Governance Applications and Exports. The Company has experienced human resource pool of around 3500 Engineers / Technicians and the current turnover is around Rs.1730 Crores.

ECIL is an Electronics Equipment Manufacturer and also a solution provider for a number of prestigious projects for different Government departments. ECIL is having Head Office & Manufacturing plant at Hyderabad, 6 Regional Maintenance Centers and 84 Service Centers round the Country for supply, Installation, Commissioning and Maintenance.

**2. PROPOSAL FOR DWDM turnkey project:**

ECIL is intending to receive PROPOSALS from OEMs and sign Teaming agreement for submission of our offer Dense Wavelength Digital Multiplexing turnkey project for our Government Customer.

The bidder shall own entire/major part of the solution stack and extend back to back support to ECIL as per end users specifications /terms. The bidder shall be responsible to execute the project on a turnkey basis. Technical specifications and other requirements will be provided here for submitting proposals. We intend to procure total requirements for the above project and the OEM will be responsible for supply, and support for installation and prove the working of the units to the satisfaction of the customer.

The Bidder shall own entire solution stack and extend back to back support to ECIL as per end user's specifications/ terms. The Bidder shall be responsible to supply and installation of the units.

ECIL along with the successful bidder of this EOI may sign on MOU and bid for the tender.

**3. NON DISCLOSURE AGREEMENT (NDA):**

3.1 NDA has to be signed for receiving RFP for submission of proposal.

#### **4. SCOPE OF WORK:**

Supply, Installation, Testing and Maintenance of WSS-ROADM Based Multi Channel DWDM Systems, POTS Equipment based on Multi-Service Provisioning Platform, Clock Synchronisation and associated equipment for the Optical Transmission Backbone Network on Turnkey Basis for Armed Forces.

#### **5. ELIGIBILITY CRITERIA:**

- 5.1 OEM must have one test facility in India for Development of System and Network level integration solution for ICT Networks.
- 5.2 The bidder should have at least six support centers, preferably one at Delhi and at least one each in major city in each of the Telecom Regions of BSNL. Information of support centers to include address and TIN details shall be submitted
- 5.3 The DWDM OEM selected by the Bidder should be OEM for DWDM optical transmission systems as well as OTN DXC and Layer 1 control plane.
- 5.4 Synchronization OEM selected by the Bidder should be OEM for Cesium based Primary Reference Clocks as well as SSUs.
- 5.5 The bidder should have strength of at least 100 skilled professionals in network/system integration field on its payroll. Relevant proof in this regard shall be submitted
- 5.6 The bidder should have ISO 9001:2008 certification
- 5.7 The bidder should give certificate stating that all the hardware/ software supplied under the contract shall not contain any embedded malicious codes that could inhibit the desired functions of the equipment or cause the network to malfunction in any manner
- 5.8 The successful Bidder should produce Banker's Solvency Certificate for a minimum amount of Rs 850 Crore
- 5.9 The bidder should have experience in handling such multi location, multi product large network/ system integration projects for any Government/ Enterprise / Telecom Service Provider. Should have successfully implemented and maintained / operated two such projects total amounting to Rs 100 Cr during the last 5 years.
- 5.10 The DWDM OEM/parent company should have successfully manufactured, supplied and installed a minimum of 250 nodes (excluding amplifier sites) of DWDM equipment in last five years. It should have also successfully implemented one single DWDM network of at least 15 nodes based on Layer 1 control plane for 10G or higher DWDM optics.
- 5.11 The Synchronization OEM/ parent company should have deployed at least 25 PRC/SSUs for telecom networks in the past five years.
- 5.12 Bidders are required to submit client certificates/ documentary proof of experiences as referred above in the form of an original certificate from the relevant customer signed by the official of the company (including name, designation, contact details). References shall be considered valid only if the mentioned networks/products are deployed and in operation. The purchaser reserves the right to verify such references and the bidder shall facilitate the same. No self certification from the bidder or their collaborators shall be accepted.

## **6. EARNEST MONEY DEPOSIT (EMD):**

- 6.1 The bidder shall furnish the **EMD of amount Rs. Five Crores (Rs 5,00,00,000/-)** in form of Demand Draft/ Banker's cheque or Bank Guarantee valid for 210 days from the tender opening date.

## **7. TERMS AND CONDITIONS:**

- 7.1 All the terms & conditions of the tender in reference have to be complied in back to back basis in totality.
- 7.2 All the expenses associated with the submission & execution of the RFP shall be borne by the Bidder.
- 7.3 The Bidder shall have registered office with service desk to provide on line tele support in their office hours during Warranty and AMC periods.
- 7.4 The bidder should not be a black listed company or involved in any corrupt/ fraudulent practices by Central/ State Government ministries or PSUs. Company Secretary certified document should be submitted in this regard.
- 7.5 All the Technical specifications and commercial terms shall be as per the terms of the Tender under reference.
- 7.5 Proof of Installed capacity in India or elsewhere, shall be furnished.
- 7.7 The short listed Bidders shall give a Technical demonstration of their unit for technical evaluation at customer's premises at his own cost if required.
- 7.8 ECIL shall have the right to accept / reject any/ all of the Proposals without assigning any reason at its own discretion.
- 7.9 ECIL shall have the right to re-float or cancel the RFP at its discretion.

## **7. DELIVERABLES:**

The Bidder shall comply to adhere to deliverables along with their relevant documentation after submitting duly signed NDA and receiving the RFP. The bidder would have to submit the following:

- 7.1 Compliance statement for all the technical specifications
- 7.2 Compliance statement for all the relevant commercial conditions.
- 7.3 Compliance statement for all the terms of this RFP.
- 7.4 Draft of the Proposed MOU between ECIL and the supplier, after short listing the bidder.
- 7.5 Company profile and Eligibility certificates for the above Eligibility criteria
- 7.6 ISO certificate.
- 7.7 OEM certificates for all the RFP equipments.

## **8. CONTACT ADDRESS:**

- 7.1 Interested Parties would be required to **submit their proposals** to the following address latest by **12.03.2014**.

**DGM (Purchase)**

**Telecom Division Electronics Corporation Of India Limited.**

**Phone: 91-40-2718 6261 or 91-40-2718 2415.**

**FAX: 91-40-27123778 or 91-40-27121897.**

**Email: cmgpur@ecil.co.in**

## **9. DISCLAIMER:**

The contents of the file are confidential and intended for the use of the individual or entity to which they are meant for. Any unauthorized copying or distribution is strictly prohibited. If you receive this transmission in error, please notify the sender by email address and then destroy the message. Opinions, conclusions and other information in this file that do not relate to official business of ECIL shall be understood to be neither given nor endorsed by ECIL.

Whilst ECIL takes steps to prevent the transmission of viruses along with the files, we cannot guaranty that any file is free from computer viruses and you are strongly advised to undertake your own antivirus precautions.

## **NON-DISCLOSURE AGREEMENT**

**THIS AGREEMENT** is made on        day of Feb 2014

Between

ELECTRONICS CORPORATION OF INDIA LIMITED, a Government of India Enterprise, duly incorporated under Companies Act, 1956, having its registered office at ECIL Post, Hyderabad-500 062. A.P. (India), hereinafter referred to as "ECIL", unless repugnant to the context and meaning thereof, mean and include its successors and permitted assigns, of the one part.

And

**<Name of the Bidder>**

a **company duly incorporated under .....**, having its registered office at ..... (hereinafter called **BIDDER**), unless repugnant to the context and meaning thereof, mean and include its successors and permitted assigns, of the other part.

ECIL and BIDDER shall hereinafter collectively be referred to as "Parties".

### **WHEREAS:**

- (a) ECIL is an Electronics Equipment Manufacturer and also a solution provider for a number of prestigious projects for different Government departments. ECIL is having Head Office / manufacturing plant at Hyderabad, 6 Regional Maintenance Centers and 84 Service Centers round the Country for supporting Installation, Commissioning and Maintenance.

Whereas BIDDER approached ECIL for taking up as Business Associates to promote indigenously developed Secrecy Products in Defence, MHA and Paramilitary forces. as per the EOI published in ECIL's Web site.

- (b) Whereas ECIL intends to enter into a separate Agreement with the Successful BIDDER subsequently.
- (c) For the purpose of the Agreement, it may become desirable or necessary for the Parties to disclose to each other Confidential Information (as defined below).
- (d) To facilitate the above, the Parties have agreed to enter into this Non- Disclosure Agreement and be bound by the terms and conditions hereinafter set forth governing the disclosure, use and protection of the Confidential Information.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. "Confidential Information" shall mean all discussions, negotiations, information, written, oral, pictorial or in other tangible or machine readable form and is or which in the future may be identified by the disclosing Party as proprietary, confidential or secret and disclosed by it to the receiving Party. The disclosing Party shall clearly identify such Confidential Information when disclosing it to the receiving Party by marking or indicating it as "Confidential Information". The

disclosing Party shall reduce to writing any Confidential Information that is disclosed orally and send it to the receiving Party within thirty (30) days of the oral disclosure. The receiving Party pending receipt of such written Confidential Information shall treat it as Confidential Information and subject to the terms of this Agreement.

2. The receiving Party of Confidential Information agrees and undertakes to the disclosing Party that at all times:

- (a) it shall hold in trust and strictest confidence and keep strictly secret, the Confidential Information;
- (b) it shall not use the Confidential Information for any purpose other than the purpose for which the Parties are exchanging the Information.
- (c) it shall disclose the Confidential Information only to its employees having a need to know and solely for the purpose of the execution of the Agreement. It shall maintain a written Agreement with each of its employees to whom the Confidential Information is disclosed to keep strictly confidential and secret the Confidential Information received. The receiving Party acknowledges that the said written Agreement entered into between it and its employees would not discharge the receiving Party from its confidentiality obligations under this Agreement;
- (d) it shall take all steps to prevent or be involved in any way in, any reproduction, duplication and/or copying of the Confidential Information, or in the development, supply, manufacture or sales of any products or solutions incorporating the Confidential Information, without the prior written consent of the disclosing Party;
- (e) it shall keep and take all steps to procure that, where it is required by the disclosing Party, all Confidential Information is, segregated at all times from the information of any third party, kept in secured storage area [or in areas having restricted access within the receiving Party's control] and not lost or disclosed or used by any unauthorized person(s);
- (f) it shall surrender and return all or any of the Confidential Information and any notes, memoranda or the like, including any copies thereof incorporating the Confidential Information to the disclosing Party upon written request by the disclosing Party or upon discontinuance or completion of the execution of the Agreement.
- (g) it shall not make or publish any news release or make any announcements or denial or confirmation in any medium concerning this Agreement or the Agreement (s) going to be signed in any manner nor advertise or publish the same in any medium without the prior written consent of the disclosing Party; and
- (h) it shall promptly notify the disclosing Party of any Confidential Information which has been lost or disclosed or used by any unauthorized person(s).

3. The receiving Party shall not be liable for disclosure or use of the Confidential Information in the event and to the extent that such Confidential Information:

- (a) is or becomes available to the public domain without breach of this Agreement by the

- receiving Party; or
- (b) was already known to the receiving Party at the time of disclosure; or
- (c) is disclosed with the written approval of the disclosing Party; or
- (d) becomes known to the receiving Party from a third party without any breach of confidentiality by such third party and the receiving Party is free of any obligation or restrictions to maintain such information in confidence imposed by such third party; or
- (e) is required to be disclosed pursuant to any court order or directive by governmental agencies provided that the receiving Party shall notify the disclosing Party in advance prior to disclosure.

4. The exchange of Confidential Information between the Parties does not constitute or imply any offer by one Party to the other to enter into any commitments whatsoever or any legally binding Agreement between the Parties. Nothing in this Agreement shall be construed as granting of any rights, by License or otherwise, to the Confidential Information of the disclosing Party or any rights to make commitments of any kind for and on behalf of the other Party.

5. If any provision of this Agreement is invalid or illegal, then such provision shall be automatically adjusted to conform to the requirements for validity or legality and as so adjusted, shall be deemed a provision of this Agreement as though originally included. If the provision invalidated is of such a nature that it cannot be so adjusted, the provision shall be deemed deleted from this Agreement as though the provision had never been included, in either case, the remaining provisions of this Agreement shall remain in full force and effect.

6. Any notice given hereunder shall be in writing and shall be hand delivered or sent by post or telefax to the address set out below and any notice shall be deemed to be given if hand delivered at the time of delivery, if sent by post at the date of mailing and if sent by telefax the date the machine confirmation of the transmission of the said telefax is received.

<b>ECIL</b>	:	Electronics Corporation of India Ltd
Address	:	Telecom Division, ECIL Post, Hyderabad- 500 062, AP, INDIA
Tel no.	:	040-2718 2404
Fax Number	:	040- 2712 3778
Contact Person	:	

<b>BIDDER</b>	:
Address	:
Tel no.	:

Fax Number	:
Contact Person	:

7. No addition to or modification of any provisions of this Agreement shall be binding upon the Parties unless made by a written instrument signed by the duly authorized representatives of both Parties.
8. This Agreement shall be governed by and construed in all respects according to the laws of the India and the Parties hereto agree to submit to the non-exclusive jurisdiction of the Courts of Greater Hyderabad Municipal Corporation, Kapra Circle, Hyderabad, Andhra Pradesh, India.

9. Each Party shall be responsible for its own costs and expenses in the preparation, negotiation and execution of this Agreement.

10. No failure or delay by any Party in exercising any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other exercise thereof or the exercise of any other right, power or privilege hereunder.

11. No Party may assign or transfer its rights or obligations contained in this Agreement or any interest therein without the prior consent of the other Party.

12. The Confidentiality under this Agreement shall be valid forever through out the life of the Persons/ Organisations, who are involved in the Process of execution of the activities under this Agreement. There is no termination for the validity of maintaining the Confidentiality related with the Products/ Projects being handled under this Agreement or the Purchase Orders, if any, released subsequent to the signing of this Agreement.

**IN WITNESS WHEREOF** the Parties hereto have caused their duly authorized representatives to set their hands the day and year first above written.

Signed by, for and on behalf of  
**Electronics Corporation Of India Ltd.**

Signed by, for and on behalf of

Signed by:

Signed by:

Name:

Name:

Title:

Title:

Date:

Date:

Witness:

Witness:

Name:

Name:

Title:

Title:

Date:

Date: