



GOVERNMENT OF INDIA  
MINISTRY OF RAILWAYS

**SPECIAL COMMERCIAL CONDITIONS  
FOR  
GAS TURBINE KIT AND ACCESSORIES FOR HIGH  
HORSEPOWER NATURAL GAS TURBINE LOCOMOTIVE  
(HPNGTL) FOR INDIAN RAILWAYS (IR)**

**No. TS/ED/2013/05 of MAY 2013**

**Engine Development Directorate  
Research Designs & Standards Organisation  
Manak Nagar, Lucknow, U.P., INDIA – 226 011**

## 1. TRAINING AND INSPECTION

- i. The successful tenderer shall arrange 800 man days of training of Indian Railways officials at their manufacturing premises. The tenderer shall train Indian Railways personnel in operation and maintenance of HPNGTL. The cost of such training shall be included in the submitted tender response to this project. Expenses for travel, boarding and lodging of the Indian Railways personnel shall be borne by Indian Railways.
- ii. The successful tenderer shall develop a test scheme for all offered major equipments of the HPNGTL. Type tests of major equipment(s) shall be witnessed by the RDSO team at manufacturer premises. Testing charges shall be borne by the successful tenderer. RDSO may engage other experts during type tests and other inspections.
- iii. The successful tenderer shall also develop a stage wise inspection plan identifying interim stages needing inspection by Indian Railways team and submit the plan to RDSO for approval and implementation.
- iv. The successful tenderer shall also formulate and submit an inspection plan and acceptance criteria for complete HPNGTL before beginning of the field trial during loco commissioning test. The testing shall be witnessed by RDSO. The test scheme shall be drawn up by the tenderer and submitted to RDSO for approval and implementation.
- v. Prototype kit shall be dispatched from supplier's works after clearance by Indian Railways team. Assembly of prototype kit will be done at Diesel Modernisation Works, Patiala, India.

## 2. WARRANTY

The successful tenderer shall provide all inclusive warranty (including defects in design, material and manufacture) for the complete set of equipment supplied by them for HPNGTL prototype manufacture for a period of two years. The supplier shall, at their expense, replace any part of the system failing or proving unsatisfactory in service, due to any reason whatsoever as determined by Indian Railways, up to a period of two years from the date of its commissioning into service. The supplier shall effect replacement under the warranty/ guarantee as early as possible, but not later than 30 days after failure and the warranty for the complete set of equipment supplied by the successful tenderer for HPNGTL prototype manufacture shall stand extended by the period that is taken for the replacement.

## 3. PAYMENT TERMS

The payment terms shall be in accordance with stage wise development of the project. The stage wise development of the project has been divided in 3 main phases and their details are already elaborated at para 3.2 of technical specification.

The schedule of payment shall be as under for various phases: -

S.No.	Activity	Payment in % of accepted	Expected completion time
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		<b>Tender Cost</b>	
1	PHASE I Design and development phase.	25% of the total cost of the project	2 Years
2	PHASE II  (i) Proving out of locomotive at DLW after 'loco commissioning test'  (ii) Successful field results of oscillation trial.	50% of the total cost of the project  25% of the total cost of the project	2 Years  1 years
3	PHASE III After completion of Warranty.	Release of 10 % bank guarantee of the total cost of the project	---

However, any alternative schedule proposed by the tenderer will be examined by RDSO and if agreeable, shall be evaluated taking into account the attendant financial implications.

**Note:** Tenderer shall need to provide a Bank Guarantee for 10 % of the total accepted cost for the supplied equipment for the prototype HPNGTL for which payment has been claimed from Indian Railways, before claiming payment. This Bank Guarantee shall be in vogue for the period of contract and shall be released only after successful completion of warranty period. For details the tenderer may refer to the Indian Railways Standard Conditions of Contract.

#### **4. ANNUAL MAINTENANCE CONTRACT AND SPARES**

- i.** The complete responsibility for maintaining and supplying of spares and consumables to operate the set of equipment successfully that is delivered by the tenderer for the prototype of HPNGTL shall lie within the scope of the tenderer under the period of warranty. In order to support the set of equipments delivered by the tenderer for the prototype of HPNGTL, a team of service engineer (s) to be deputed in India, other supports shall be provided by IR officials.
- ii.** After completion of two years of warranty period the tenderer shall submit the cost of annual maintenance contract preferably on five yearly basis, with provision for extension. The successful tenderer shall also commit to Indian railways that it shall ensure constant and uninterrupted supply of spares and provision of maintenance services for the stipulated normative life of the set of equipments that is delivered by the tenderer for the prototype of HPNGTL.

- iii. In case of irreparable/ completely damaged equipment (after warranty period) the tenderer shall supply/ arrange the same to Indian Railways for its fitment in the locomotive on payment basis. Any design change of the supplied equipment shall be informed to RDSO well in advance.

## **5. CONFIDENTIALITY OF DEVELOPMENT AND INTELLECTUAL PROPERTY RIGHTS**

All data that is generated as a result of design, development and testing of HPNGTL locomotive including systems, sub-systems and components shall become the sole property of Indian Railways. The information pertaining to components of HPNGTL supplied by the successful tenderer shall not be disclosed by IR without prior approval of the tenderer. Information pertaining to components supplied by IR shall not be disclosed to the Third Parties by the successful tenderer without preliminary authorization in a written permission of the Railway Board, Ministry of Railways, Government of India.

## **6. INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS (IPR)**

- i. Successful tenderer shall give an undertaking for non-infringement of intellectual property rights for all specification, drawings issued by RDSO.
- ii. Indian Railways shall not be responsible for any infringement of patent rights arising due to similarity in design, manufacturing process, use of similar components in design & development and any other factor not mentioned herewith. In case of disputes on account of infringement of patent rights, entire responsibility and liability to settle any such dispute/ matters shall lie with the successful tenderer.

## **7. INFORMATION NEEDED FROM INDIAN RAILWAYS**

RDSO shall share necessary documents and drawings with the successful tenderer after signing of the non-disclosure agreement (NDA).