



**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS**

**SPECIAL COMMERCIAL CONDITIONS
FOR
DEVELOPMENT OF ELECTRONIC UNIT INJECTOR (EUI) FUEL SYSTEM
FOR
DLW BUILT 16-CYLINDER 4500 HP EMD 710 G3B LOCOMOTIVES**

**Specification No. TS/ED/2012/65
June-2013**

**Engine Development Directorate
Research Designs and Standards Organisation
Manak Nagar, Lucknow-226011**

1. WARRANTY

The supplier shall provide a warranty for the satisfactory performance for a period of 2 years for all the components of the Electronic Unit Injection (EUI) system from the date of commissioning on locomotive. Any damage or unsatisfactory performance due to design or manufacturing inadequacies noticed during the above period shall be rectified or component/equipment replaced by the supplier free of cost. The replaced component/equipment shall also be covered under warranty for the balance period of warranty of the original EUI system.

2. PAYMENT TERMS

80 % payment shall be released on receipt of all material in ED Dte. Balance 20 % shall be released on successful installation and commissioning of EUI system on prototype locomotive and successful completion of the field trials.

3. CONFIDENTIALITY OF DEVELOPMENT AND INTELLECTUAL PROPERTY RIGHTS

- 3.1 All data that is generated as a result of design, development and testing of EUI systems, sub-systems and components shall become the sole property of Indian Railways. The information pertaining to components of EUI supplied by the successful bidder shall not be disclosed by IR without prior approval of the bidder. Information pertaining to components supplied by IR shall not be disclosed to the Third Parties by the successful bidder without preliminary authorization in a written permission of Engine Development Directorate, Research Designs & Standards Organisation.
- 3.2 Successful bidder shall give an undertaking for non-infringement of intellectual property rights of Indian Railways for all specification, drawings issued by RDSO.
- 3.3 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 bidder.

4. INFORMATION NEEDED FROM INDIAN RAILWAYS

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