

APPENDIX-III



DELHI METRO RAIL CORPORATION LIMITED

CONTRACT NO: RSW/YBD-06

EMPLOYER'S REQUIREMENTS

**DELHI METRO RAIL CORPORATION LTD.
5th Floor, C-Wing, Metro Bhawan, Fire Brigade Lane,
Barakhamba Road, New Delhi –110001**

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EMPLOYER'S REQUIREMENTS

- 1.0 **SCOPE OF WORK:** The contractor shall execute the work i.e. Up-gradation & Refurbishment of electrical panels in RS-1 trains for Shastri Park Depot, Najafgarh Depot and Yamuna Bank Depot.
- 1.1 Contractor will take over the relays and EDB (Electrical Distribution Box) panel for repair from the depots and the same will be submitted to the concern depot after refurbishment.
- 1.2 The detailed break up of activities and sub activities with proposed distribution of responsibilities between DMRC and contractor will be as under:

S. No.	Description	Responsibility
1	Respective depot for availability of relay and EDB panel	DMRC Ltd.
2	Removal of the panel from the train	Contractor
3	Joint Inspection of relay/EDB panel for any defective/deficient of item in the panel.	DMRC & Contractor
4	Suitable packing of panel for transportation	Contractor
5	Handing over of panel from respective DMRC Depot	DMRC & Contractor
6	Transportation of panel from DMRC's respective Depot to Contractor premises for refurbishment.	Contractor
7	Upgradation/ refurbishment of panel including material supply	Contractor
8	Joint Inspection of relay/EDB panel in contractors premises before despatch the refurbished panel for their functionality . (The check sheet will be prepared by contractor and to be submitted after issue of LOA)	DMRC & Contractor
9	Packing and transportation of repaired panel from Contractor premises to respective DMRC depot.	Contractor
10	Handing over of refurbished panel at respective DMRC Depot	DMRC & Contractor
11	Installation of the panel in the train	Contractor
12	Testing for proper function of refurbished panel in the train and main line.	DMRC & Contractor

2.0 BRIEF SCOPE OF WORK

- 2.1 The contractor shall execute the work i.e. Up-gradation & Refurbishment of electrical panels in RS-1 DMRC Trains including all man power, machine, tools, spares, consumables, packing, transport etc.
- 2.2 The Contractor shall execute visual and electrical investigation, disassembly and replacement of parts, reassembly, testing of the panel and packing, handling, insurance, transportation from DMRC to firm premises and vice versa of the panel on behalf of DMRC.
- 2.3 This Contract is for 65 train set (130 unit (DT & M car)) and each unit having two nos. of relay/EDB panel. DMRC shall have the right to increase/decrease the quantity of the panel during the contract period. Depot wise Details of panel are as given below:

S.No.	Description	No. of trains in different Depot			Total
		NJFD	YBD	SPD	
1	Up-gradation & Refurbishment of electrical panels in RS-1 trains	25	06	34	65

- 2.4 The upgradation/refurbishment will be done at par with the existing RS-13 trains.
- 2.5 The contractor shall prepare the prototype design of the panel and submit to DMRC after getting vetted through mors smitt for approval and mass production shall be carried out after satisfaction of DMRC.
- 2.6 In refurbished panel there should be provision of LED lighting whenever the panel of the train is opened.
- 2.7 Smoke detector to be provided in the panel to sense any abnormality arises due to smoke.
- 2.8 There shall be min. 100 nos. Of free contact in refurbished panel relays which can be used in future if required.
- 2.9 Provision of spare MCBs to accommodate for future use like CCTV,Wi-Fi etc.
- 2.10 Existing frames to be used during refurbishment.
- 2.11 Spare relays to be kept in depot by the contractor to rectify the failure during contract period in the custody of DMRC.
- 2.12 Contractor has to submit the certification of relays used in the panel from Mors smitt(all necessary document for supply of material)
- 2.13 Name plate to be provided on required item and plate shall be of metal made.
- 2.14 Sticker for the identification to be provided on relays.
- 2.15 **Brief description of the component and refurbishment details of the relay panels:**

S. No	Component	Total Qty.	RS-1 (make)		RS-13(make)		Replacement during refurbishment
			Mors smitt	Telemecanic/Schneider	Nos. Of relays replaced with Mors smitt	Schneider	
1	Relay	49	0	49	29	20	29 telemecanique/ schneider make relay to be replaced with Mors Smitt make and rest of the relays to be replaced with Shneider make Railway grade relays during refurbishment
2	Safety relay	4	4	0	4	0	Reused during refurbishment
3	Contact	5	0	5	0	5	100% replacement with Schneider make

CONTRACT NO:RSW/YBD-06: Upgradation & Refurbishment of Electrical panels in RS1 trains for Shastri Park Depot, Najafgarh Depot and Yamuna Bank Depot.

						contactor during refurbishment
4	Cable	Raychem		Raychem		100% replacement during refurbishment
5	Harling Connector					Hood to be reused and pins to be replaced 100% during refurbishment
6	Lamp	Neon		LED		LED lamp to be provided during refurbishment
7	Terminal Block (TB)					100% replacement during refurbishment
8	Power Socket					Re-used during refurbishment
9	Marking Sleeve					100% replacement during refurbishment
10	Diode TB					100% replacement during refurbishment
11	Combination of sealed and open type instantaneous relays to be provided during refurbishment					
12	a) Sealed relays: Mors smitt (LED indication) b) Open type relays: Schnider Railway grade(\$204) to be used during refurbishment.					
13	Safety Relays:-Mors smitt make with double decker arrangement to create more space.					
14	01 spare Mors smitt and 02 spare Schneider relays per panel to be provided during refurbishment					
15	Safety relays socket to be refixed to the same relays socket from where removed during dismantling.					

2.16 Brief description of the component and refurbishment details of the EDB panels:

S. No	Component	Total Qty.	RS-1 (make)		RS-13(make)		Replacement during refurbishment
			Mors smitt	Telemecanic/Schnider	Nos. Of relays replaced with Mors smitt	Schnider	
1	Relay	12	0	12	8	4	Min. 8 telemecanique make relays to be replaced with Mors Smitt make and rest 4 relays to be replaced with Shneider make Railway grade relays during refurbishment
2	Contactor	1	0	1	0	1	100% replacement with Schneider make contactor during refurbishment
3	Cable	Raychem			Raychem		100% replacement during refurbishment
4	Harling Connector						Hood to be reused and pins to be replaced 100% during refurbishment
5	Lamp	Neon			LED		LED lamp to be provided during refurbishment
6	Terminal Block (TB)						100% replacement during refurbishment
7	Power Socket						Re-used during refurbishment
8	Marking Sleeve						100% replacement during refurbishment
9	MCB's						3 spare MCB's required to accommodate future needs like provision of CCTV, Wi-Fi etc
10	Diode TB						100% replacement during refurbishment (Except MDB 26A)
11	Combination of sealed and open type instantaneous relays to be provided during refurbishment						
12	b) Sealed relays: Mors smitt (LED indication) b) Open type relays: Schnider Railway grade(\$204) to be used during refurbishment.						
13	02 nos. Of spare MCB's to be provided during refurbishment for CCTV.Wi-Fi if installed in future.						
14	Safety relays socket to be refixed to the same relays socket from where removed during dismantling.						

2.17 During refurbishment of panel following steps to be carried out by the contractor.

2.17.1 Intimation for joint inspection of panel shall be made by authorized representative of DGM/RS of respective depot to authorizes representative of contractor through telephonically/electronically i.e. email/fax.

2.17.2 Upon the intimation, the contractor shall depute its representative for joint investigation. Visual checking to be done jointly by the nominated DMRC representative of DGM/RS of respective depot and the representative of the contractor for fair assessment of damage/deficient.

2.17.3 After joint inspection, Letter of Intent ("LOI") for upgradation/refurbishment at contractor works place, shall be issued by DMRC, describing serial number if any.

- 2.17.4 Upon receipt of Letter of Intent (LOI), contractor/authorized representative of contractor shall collect the panel from authorized representative of DMRC through custody store of respective depot and give the acknowledgement receipt of panel at the time of collection. After acknowledgement of panel, JE/ASE/SE/RS/Custody store of respective depot will issue the returnable gate pass to the contractor with proper record and entry in the returnable gate pass register.
- 2.17.5 Packing of all panels will be in suitable Containers/boxes meant for that particular purpose. All packing, handling and transportation charges for refurbishment of panel both ways from respective depot to the contractor's facility and back will be borne by the contractor at their own cost.
- 2.17.6 Loading/Unloading of panel from the truck at the contractor's work place will be arranged by the contractor at their own cost.
- 2.17.7 Work shall be performed at the contractor works place in India and Joint Inspection of relay/EDB panel will be carried out in contractors premises before despatch of the refurbished panel for their functionality as per the latest revised VCC (Vehicle Control Circuit).VCC will be provided by DMRC. (The check sheet will be prepared by contractor for the inspection/test and to be submitted after issue of LOA).
- 2.17.8 After refurbishment the dimension will remain same so, as to accommodate in existing DT &M car panel with same mounting arrangement.
- 2.17.9 The Contractor shall insure against all risks and war risks with a first class insurance company covering one hundred and ten (110) % value of the concerned panel in transportation from respective depot of DMRC to the Contractor's facility in India and vice versa at their own cost.
- 2.17.10 All the panels refurbished shall inscribe by the contractor for traceability on the following format:
XXXXXX/#####/DD/MM/YY/DMRC
Where, XXXXXX – Firm name of contractor
represent – Original Serial number of panel
DD represent - Date of repair
MM represent - Month of repair
YY represent - Year of repair
DMRC represent – Firm name of employer
- 2.17.11 Packing of all refurbished panel will be in suitable water proof sheets individually in the suitable laminated hard cardboard in wooden pellets/boxes meant for that particular purpose.
- 2.17.12 Loading of repaired panel units in the truck at the contractor's work will be arranged by the contractor at their own cost.
- 2.17.13 Contractor/Authorized representative of contractor shall handover the refurbished panel to JE/ASE/SE/RS/Custody store of respective depot through authorized representative of DMRC of respective depot.
- 2.17.13.1 Authorized representative of contractor will open the containers / packing of refurbished panel. Visual checking is done jointly by the nominated DMRC representative of DGM/RS of respective depot and the representative of the contractor to ensure that no item is deficient/damage.

- 2.17.13.2 Authorized representative of DMRC give the acknowledgement receipt at the time of return on the challan. After acknowledgement of panel JE/ASE/SE/RS/Custody store of respective depot will maintain proper record and made the entry against the particular panel in the returnable gate pass register.
- 2.18 After receiving the refurbished panel, functional test of each panel will be carried out on train in respective Depot by DMRC. After function test 'Certificate for function test report of refurbished shall be issued by DMRC to the contractor within seven (7) days.
- 2.19 On receipt of 'Certificate for function test report of panel' from DMRC, Contractor will submit the invoice/Bill of refurbished panel as per accepted 'Bill of Quantity' along with the following supporting documents;
- (i) Copy of gate pass issued by DMRC
 - (ii) Refurbished report of each panel.
 - (iii) Failure report, inspection Certificate/Summary Sheet for all discarded/rejected (scrap) components of the panel.
 - (iv) Declaration regarding GST charged on invoice (as per annexure-II) & declaration regarding input tax credit benefit pass on to consumer as per anti- profiteering measure under GST(as per annexure-III)
 - (v) Copy of refurbished panel handing over note duly acknowledge by DMRC.
 - (vi) Copy of 'Certificate for function test report of refurbished panel' issued by DMRC.
 - (vii) other relevant documents required, if any
- 2.20 All Statutory and Safety requirements as per law for the workers deployed by contractor during the execution of refurbishment/transportation shall be the responsibility of contractor either inside or outside the boundaries of DMRC premises.
- 2.21 All incidental arrangements for safe transport of panel shall be the responsibility of the contractor.
- 2.22 The work may be carried out in one or more depot at the same time.

3.0 INDEMNITY BOND

- 3.1 The contractor will have to submit an indemnity bond for the value of Rs. 172 lac as indemnity for the cost of Eight (08) No. of (Maximum No. of panel may be held at firm premises at any time) & shall remain valid till the validity of contract, on the prescribed format "Annexure-I of employer's requirement" on stamp paper of Rs.100/-. This bond will be for the safe custody of the DMRC material at the firm's premises. The contractor shall furnish Indemnity Bond before taking delivery of the defective/repairable power unit for undertaking the contractual work in hand. Format attached as Annexure-I.

4.0 DELIVERY SCHEDULE

- 4.1 The contractor shall lift the each panel within Two (02) days from the date of intimation sent by authorized representative of DGM/RS of respective depot to authorizes representative of contractor through telephonically/ electronically i.e.

email/fax and shall return the panel after refurbishment within **07 calendar days** from the date of the panel lifted from respective/concerned depot.

- 4.2 The contractor shall ensure the delivery of refurbished panel within **07 calendar days** from the date of collection from DMRC to the date of returning to DMRC after repair including to & fro transportation time.
- 4.3 Maximum numbers of panel at firm premises shall not exceed 08 nos at any time.
- 4.4 The contractor shall ensure that the panel picked up from the depot must be returned to the same depot.

5.0 PENALTY

- 5.1 If the contractor fails to achieve the Target for the delivery of refurbished panel within 07 calendar days from the date of the panel lifted from respective/concerned depot, DMRC's decision will be final for imposing penalty @ 0.5% of the amount of delayed panel's repair fee or a part thereof for each week of delay, subject to maximum of 10% of delayed panel refurbishment fee or a part thereof.
- 5.2 Penalty will not be applicable on force majeure like an act of GOD, war, hostility etc.

6.0 WARRANTY PERIOD

- 6.1 The contractor shall ensure a Warranty of **01Year** for workmanship and supplied material on refurbished part of the panel from date of issue of 'Certificate for function test report of refurbished panel' by respective depot of DMRC.
- 6.2 The Contractor shall inscribe as per clause 2.4.9 on each panel in a legible manner so as to help warranty claims in case of failure. The panel/component failed within the Warranty period shall be repaired again by the Contractor at free of cost, including transportation charges (to & from). Separate Warranty Certificates are not required. It should be ensured that post repairing warranty and assured life of the refurbished panel is same as that of new one.
- 6.3 Notwithstanding foregoing, the warranty obligations imposed on the Contractor under this Contract shall not apply to the panel or any parts thereof which:
 - (i) is normally consumed in operation.
 - (ii) is not properly stored, installed, used, or maintained,
 - (iii) is, without a prior written consent from the Contractor, refurbished, modified or replaced by DMRC or unauthorized third party,
 - (iv) has been subject to any other kind of misuse or detrimental exposure
 - (v) has been involved in an accident or
 - (vi) has suffered from damages caused by negligence of the DMRC's any other users or any third party.

7.0 ALTERNATION OF THE SCOPE OF WORK:

- 7.1 DMRC, with mutual consent of the Contractor, shall have the right to make minor alterations/additions/substitution in the specifications in the Scope of Work or issue instructions that may be deemed necessary during the period of the Contract and the Contractor shall carry out the work in accordance with the instructions which may be given to him by DMRC's authorised representative.
- 7.2 DMRC reserves the right for enhancing quantity within the period of Contract with separate Letter of Intent (LOI). Delivery schedule shall be offered separately for such enhanced quantity.
- 7.3 This scope of work is illustrative but not explicitly.

CHECK SHEET-1



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DELHI METRO RAIL CORPORATION LIMITED

CHECK SHEET: HANDING OVER OF RELAYS AND EDB PANEL

Contract no. RSW/YBD-06: Up-gradation & Refurbishment of electrical panels in RS-1 trains for Shastri Park Depot, Najafgarh Depot and Yamuna Bank Depot.

Date:.....

Inspection check-Sheet

S.No.	Panel Description	Serial no. of Panel	Physical Condition and Observations

Handed Over By:
(DMRC Representative)

Signature:
Name:
Designation:
Emp no:
Depot: SPD/YBD/NJFD
(Tick whatever is applicable)

Taken Over By:
(M/s.)

Signature
Name:.....
Id no:
Mobile No.....

Note: Please attach additional sheet, if required.

(on company letter head)

CHECK SHEET-2

CHECK SHEET: TAKING OVER OF REFERBISHED PANEL

Contract no. RSW/YBD-06: Up-gradation & Refurbishment of electrical panels in RS-1 trains for Shastri Park Depot, Najafgarh Depot and Yamuna Bank Depot.

Date:.....

Inspection check-Sheet

S.No.	Panel Description	Serial no. of Panel	Physical Condition and Observations

Taken Over By:

(DMRC Representative)

Signature:

Name:

Designation:

Emp no:

Depot: SPD/YBD/NJFD

(Tick whatever is applicable)

Handed Over By:

(M/s.)

Signature

Name:.....

Id no:

Mobile No.....

Note: Please attach additional sheet, if required.

CHECK SHEET-3



दिल्ली मेट्रो रेल कॉर्पोरेशन लिमिटेड
DELHI METRO RAIL CORPORATION LIMITED

CERTIFICATE FOR FUNCTION TEST REPORT OF REFERBISHED PANEL

(Contract no. RSW/YBD-06: Up-gradation & Refurbishment of electrical panels in RS-1 trains for Shastri Park Depot, Najafgarh Depot and Yamuna Bank Depot.

Date:

Referbished panel Details:

Type of Panel (Relays/EDB)	Serial number of Panel	Remarks

Panel fitted/ tested on Train:

TS#	Car No:	Location:

S.no	PANEL FUNCTION CHECK	STATUS		REMARKS
		OK	NOT OK	
1.	Fitment of panel on train			
2.	Function/onboard test of concern equipment related to panel			
4.	Test Track/Main line testing			

Signature of DMRC Supervisor
Name:.....
Desig:.....
Emp. No:.....
Depot:.....

.....
(Signature of Manager/AM of respective depot)
Name.....EMP No.....

Annexure-I

PAGE 1 OF 1

INDEMNITY BOND
TO BE FURNISHED ON STAMP PAPER OF Rs.100/-
(Duly Attested by Notary Public)

This need of Indemnity made this.....day of2018 by **M/s** a Company registered under the Indian companies Act of 1956 and having its registered office athere in after Referred to as "The Indemnifiers" (which expression shall unless repugnant to the context of meaning thereof be deemed to include their successors executors and assigns) in favour of Delhi Metro Rail Corporation Ltd. hereinafter referred to as "The Administration" (which expression shall unless repugnant to the context of meaning thereof include his successors and assigns in office).

Whereas the indemnifier have entered into a contract with the Delhi Metro Rail Corporation Ltd. Administration **at** **for** Upgradation & Refurbishment of electrical panels in RS-1 trains for Shastri Park Depot, Najafgarh Depot and Yamuna Bank Depot., **against Contract no....., Dated** issued by the Delhi Metro Rail Corporation Ltd. and which together with the documents mentioned therein constitute the said contract.

One of the terms and conditions in the said contract is that the administration will provide the equipment i.e. Relays/EDB panel **of RS-1 Trains of DMRC Ltd. for upgradation/refurbishment.**

And whereas the Indemnifiers have agreed to execute this deed of Indemnity in respect of the said equipment given to them by the Administration in the manner and under the circumstances hereinafter provided.

- (1) The Indemnifiers hereby agree and undertake that they, will hold the said equipment on behalf of the Administration in trust for the purpose of **for refurbishment of RS-1 relays/EDB panels** and completing the work and returning the same to the Administration and strictly according to the terms of the contract in that respect.
- (2) The Indemnifiers hereby agree and undertake that they will be responsible for the safe custody and protection of the equipment and also for any loss or damage to the fittings of other parts of the equipment while in their custody arising from whatever cause will they are returned to the Administration after repairing work according to the terms of the contract in that respect.
- (3) The Indemnifiers hereby further agree and undertake that they shall indemnify the Administration against all loss or damages referred to in item no.-2 above, reimburse to the Administration the cost of the equipment **i.e panel of RS-1 DMRC Trains** to the DMRC Ltd for **Rs. lakhs** (value of maximum qty i.e. 4 No. of panel held by contractor at any time) and also make good any loss or damage caused as a result thereof.
- (4) The Indemnifiers further agree that if any amount becomes payable by the Indemnifiers to the Administration under this Indemnity Bond then without prejudice to any other remedies available to the Administration, the said Administration shall be entitled to recover the same by way of deductions from any sum due to or any sum which at any time hereafter may become due to the Indemnifiers under this contract or here is above referred or any other contract.

In witness thereof, We Shri.....

Hereto set our hands seal today on the.....day of2018.

Name & Signature of proprietor

Witness No.1 : Signature.....
Name.....
Address:.....

Witness No.2 : Signature.....
Name.....
Address:.....

Annexure- II

(To be printed on company letter head and submitted with invoice)

To,

DGM/RS/.....
Train Depot.....
DMRC Ltd.
Delhi

Sub: Declaration regarding GST charged on Invoice no. for Contract No.....

Ref: Contractor Name:

Contract No:

PAN No.:

GST No. :

SAC no. /HSN code:

Dear Sir,

I, (Name of the prop./partner/Director/or any authorized person) certified on behalf of M/s (Name of company) that M/s complied all the applicable laws under the registration no. mentioned above. Further the amount of GST as per CSGT/SGST/IGST/UGST laws charged on tax invoice(s) as mentioned above is paid or will be paid on or before due date to the Govt. Treasury and the challan/return duly reconciled will be provided to you on half yearly basis.

Further, I hereby confirm that the particulars of my invoice as mentioned above including GST amount charged, shall be updated in GSTIN portal with DMRC GST no. in due course.

Thanking You.

(Authorized signatory)

For M/s.....

Signature

Forwarded by DMRC Engineer In-charge

Annexure-III

(To be printed on company letter head and submitted with invoice)

To,

DGM/RS/.....
Train Depot.....
DMRC Ltd.
Delhi

Sub: Declaration regarding Input tax credit benefit pass on to consumer as per anti-profiteering measure section-171 under GST.

Ref: Contractor Name.....

Contract No.& Name.....

Invoice No. & Date.....

PAN No.....

GST NO.....

Dear Sir,

We hereby declare that as per anti profiteering measure section-171, we will pass on benefit due to reduction in the rate of tax or from input tax credit to the consumer by way of commensurate reduction in prices.

Thanking You.

(Authorized signatory)
Name:
For M/s