

**GOVERNMENT OF INDIA (BHARAT SARKAR)
MINISTRY OF RAILWAYS (RAIL MANTRALAYA
(RAILWAY BOARD)**

No.2018/RS(WTA)-500/Axles/874/1

New Delhi, dated ²⁹/03/2019

M/s CRRC Yangtze Tongling Co. Ltd,
701, Factory, Shizishan District, Tongling City,
Anhui Province, 244142, China.

Dear Sirs,

AMENDMENT NO.1

Sub:-	Contract No.2018/RS(WTA)-500/Axles/874/1 dated 10/10/2018 against Global e-Tender No. WTA-500 for procurement of BG Axles [22.9 Tonne Axle Load] for BOXN Wagons opened on 27/03/2018.
Ref:-	Your letter no. CRRCTL006 dated 28.03.2019.

The request contained in your above referred letter to extend the delivery period against the subject contract has been examined at this end. It has been decided to extend the delivery period upto 31/07/2019 with imposition of liquidated damages & denial clauses.

2. Accordingly, following amendment against the subject contract is hereby notified:-

1. **Clause 10: Delivery Schedule**

The delivery period for supply of the axles against the subject contract has been extended upto 31/07/2019 with imposition of liquidated damages & denial clauses subject to the following conditions:-

- (a) The Purchaser has the right to recover from the contractor the liquidated damages on the stores, which the contractor has failed to deliver within the period fixed for delivery. Liquidated damages at the rate of 2 per cent (two per cent) of the price of the stores shall be recovered from the contractor for the stores which the contractor has failed to deliver for each and every month (part of a month being treated as a full month) during which the stores may not be ready for delivery, subject to a limit of 10% of the Contract Value, in terms of Clause 17.1 of Section-II, General Conditions of Contract, Bid Documents Part-II.
- (b) That no increase in price of amount of any statutory increase in or fresh imposition of Customs Duty, GST, freight charges, foreign exchange variation etc. or on any account

of any other tax or duty leviable in respect of the stores specified in the contract which takes place after 20/04/2019 shall be admissible on such of the said stores as are delivered after the said date.

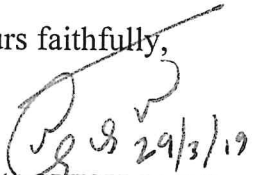
(c) That notwithstanding any stipulation in the contract for increases in price on any other ground no such increase which takes place after 20/04/2019 shall be admissible on such of the said stores as are delivered after the said date.

(d) But, nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Customs Duty, exchange variation or on account of any other tax or duty or on any other ground as stipulated in the contract which takes place after 20/04/2019.

5. All other terms and conditions of the contract shall remain the same.

6. Six copies of the amendment are sent herewith. Four copies duly signed on each page and signed in full on this sheet in token of your acceptance may be returned within 15 days to the purchaser for record.

Yours faithfully,


(ASHISH JAIN)

DIRECTOR/ RAILWAY STORES (F)
RAILWAY BOARD

FOR & ON BEHALF OF PRESIDENT OF INDIA

No.2018/RS(WTA)-500/Axles/874/1

New Delhi, dated 29/03/2019

Copy to:-

1. The PFA(RBC), Eastern Railway, Calcutta (**Paying Authority**). – For carry out amendment in LC and implementation of stipulated clauses in the contract for delayed delivery of goods. There is delay in delivery of axles with reference to schedule stipulated in clause 10 of contract.
2. PFA/Rail Wheel Factory/Yehlahanka, Bangalore.
3. Principal Director of Audit Rail Wheel Factory/Yehlahanka, Bangalore
4. ADAI (Railways), Rail Bhavan, New Delhi.


(YOGANDER SINGH)


SECTION OFFICER /RS(WTA)
RAILWAY BOARD

No.2018/RS(WTA)-500/Axles/874/1

New Delhi, dated ²⁹03/2019

Copy to:-

1. The PCMM, Rail Wheel Factory, Yehlanka, Bangalore.
2. The PCME Rail Wheel Factory, Yehlanka, Bangalore.
3. The PCMM (Shipping), Central Railway, Mumbai (Port Consignee). May kindly arrange clearance and unloading of axles at Mumbai Port.
4. The Director General (Wagon Dte.)/ RDSO/ Lucknow.
5. The Executive Director, Enforcement Directorate, Ministry of Finance, Loknayakan Bhawan, Khan Market, Lodi Road, New Delhi-110 003.
6. The General Manager (QA), RITES Limited, QA Division, 1, Sector-29, Gurgaon-122 001 (India) along with a copy of relevant drawing and specifications. Inspection may be done strictly as per contract.
7. M/s New India Assurance Company Ltd., Divisional Office: 310400, E-9, 2nd Floor, Connaught House, Connaught Place, New Delhi-110001.
8. FS-III Branch, Railway Board.
9. RS(F) Branch


(YOGANDER SINGH)
SECTION OFFICER /RS(WTA)
RAILWAY BOARD

ENCL: AS ABOVE.

I/We accept the order on conditions stipulated therein for and on behalf of M/s CRRC Yangtze Tongling Co. Ltd, 701, Factory, Shizishan District, Tongling City, Anhui Province, 244142, China.

WITNESS -----

SIGNATURE -----

DATE-----

