

## भारत सरकार (GOVERNMENT OF INDIA) रेल मंत्रालय (MINISTRY OF RAILWAYS) रेलवे बोर्ड (RAILWAY BOARD)

रेल भवन , रफी मार्ग, नई दिल्ली -110 001, तारीख 01.11.2024 Rail Bhawan, Rafi Marg, New Delhi-110 001, dated 07.11.2024

No. 2015/RSF/466/1/GP-217

M/s CRRC Dalian Co. Ltd., No. 51, Zhongchang Street, Shahekou District, Liaoning Province, Dalian -116022, P.R. China.

## **AMENDMENT NO.- 12**

Sub: Contract No. 2015/RSF/466/1 (GP-217) dated 19.05.2015 for procurement of lightweight fully

furnished 750 Volt DC Metro Rolling Stock (MRS) with 3-Phase Electric Propulsion alongwith

spares, tools, documentation for use in Kolkata Metro.

Ref: CRRC's letter No. Nil dated 10.06.2024.

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Following amendments in the Clauses of the Contract are being issued for balance 11rakes(after prototype and two rakes) of series supply:-

Clause	Existing	To be read as
7.1.1(ii)	70% of the cost of complete rake as defined in table A of Clause 5.1.1 above to be released on proof of inspection and dispatch documents.	table A of Clause 5.1.1 above to be released
7.1.1(v)	Payment for spares and tools to be made 90% against proof of dispatch and inspection and balance 10% after receipt of goods in India on furnishing a warranty bank guarantee* for 10% value as per annexure-VII fully indemnifying the purchaser against all losses incurred by the purchaser during the guarantee period stipulated in warranty clause.	Payment for spares and tools to be made 90% against proof of dispatch and inspection certificate issued by Kolkata Metro Railway and balance 10% on furnishing a warranty bank guarantee* for 10% value as per annexure-VII fully indemnifying the purchaser against all losses incurred by the purchaser during the guarantee period stipulated in warranty clause.
7.2.1	For Foreign Supplies:  Payment against foreign supplies shall be made through irrevocable & unconfirmed 'letter of credit'. All charges of Letter of Credit, levied by Foreign Bankers shall be borne by the contractor.  i) Payment on proof of inspection and shipment within 30 days of receipt of	For Foreign Supplies:  Payment against foreign supplies shall be made through irrevocable & unconfirmed 'letter of credit'. All charges of Letter of Credit, levied by Foreign Bankers shall be borne by the contractor.  i) Payment on proof of inspection and shipment within 30 days of receipt of

	shipping documents as specified under:	Inspection Certificate as specified under:
•	a) 2 copies of negotiable cum original bill of	a) 2 copies of negotiable cum original bill of
	lading.	lading.
	b) Signed certified commercial invoice	
	showing the description, weight and volume of	The state of
	such packages shipped.	such packages shipped.
	c) Certificate that the amounts claimed are	c) Certificate that the amounts claimed are
	correct in terms of the contract.	correct in terms of the contract.
	d) A copy of contractor's letter addressed to	d) A copy of contractor's letter addressed to the
	the insurer and port consignee advising the	insurer and port consignee advising the closing
	closing particulars as per Annexure attached. e) Inspection Certificate issued by the	particulars as per Annexure attached.
	e) Inspection Certificate issued by the Inspecting Officer.	, 1
	mapoting officer.	after the rake is received by Kolkata Metro
		and post dispatch inspection completed.
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10.2.6	The state of the s	The Contractor shall dispatch Bills of Lading
	and all other shipping documents mentioned as	and all other shipping documents mentioned as
	under to the Port Consignee by express courier service with a view to ensuring the receipt of	under to the Port Consignee by express courier
	documents well in advance of the arrival of the	service with a view to ensuring the receipt of
	cargo at Indian Port:	documents well in advance of the arrival of the cargo at Indian Port:
1	Bo at malair i viti	cargo at indian Port.
	a. 1/3 Original Negotiable clean-on-Board Bill	a. 1/3 Original Negotiable clean-on-Board Bill
	of Lading - 1 copy	of Lading - 1 copy
	b. Non negotiable Bill of Lading - 2 copies	b. Non negotiable Bill of Lading - 2 copies
	c. Contractor's certificate that the insurance	c. Contractor's certificate that the insurance
	closing particulars have been furnished to the	closing particulars have been furnished to the
	Insurance Company - 3 copies.	Insurance Company - 3 copies.
	d. Contractor's invoice (for the Stores	d. Contractor's invoice (for the Stores
	shipped) - 2 copies.	shipped) - 2 copies.
	e. Certificate of origin (for the Stores	e. Certificate of origin (for the Stores
	shipped), signed by the Chamber of Commerce	shipped), signed by the Chamber of Commerce
	- 1 original + 1 copy.	- 1 original + 1 copy.
	f. Contractor's certificate that the amounts	f. Contractor's certificate that the amounts
	claimed in the invoice are correct in terms of the Contract - 2 copies.	claimed in the invoice are correct in terms of
	g. Inspection Certificate - 2 copies.	the Contract - 2 copies.
	h. Packing list with dimensions and weights of	g. Omitted.
	each package / shipment – 3 copies.	h. Packing list with dimensions and weights of each package / shipment - 3 copies.
	r g partiti v copies.	caen package // simplifient - 5 copies.
10.2.7	The Contractor should furnish to the Purchaser	The Contractor should furnish to the Purchaser
	soon after each shipment, the shipment advise	soon after each shipment, the shipment advise
	enclosing therewith one copy each of:	enclosing therewith one copy each of:
	- Non negotiable Bill of Lading	- Non negotiable Bill of Lading
	- Contractor's invoice	- Contractor's invoice
	- Inspection Certificate	- Omitted
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21.1	Inspection will be carried out for the Type	Inspection will be carried out for the Type
	_	tests by representative of RDSO. Routine

Inspection/Routine tests by the representative of IR or his authorized representative at manufacture's premises at the cost of Purchaser in terms of clause 6 of RDSO

specification No. RDSO/PE/SPEC/EMU/0030-2003(Rev.1) 2009 to be read with Addendum 1(Revision 2) & technical clarifications in Corrigendum No.5 and clause 21 of General Conditions of Contract(Section-II) of Bid Documents Part-II. At least four weeks notice must be given to the inspecting authority to enable him to arrange the necessary inspection.

test as per RDSO letter no EL/MRS/3-Phase/GP-217/DLRC dated 16.06.17 and Railway Board letter 2015/Elect(G)/181/5 Dated 02.08.17. Series Inspection for Eleven (11) rakes by Kolkata Metro at Noapara Car shed at the cost of Purchaser in terms of clause of **RDSO** specification RDSO/PE/SPEC/EMU/0030-2003(Rev.1) 2009 to be read with Addendum 1(Revision 2) & technical clarifications in Corrigendum No.5 and clause 21 of General Conditions of Contract(Section-II) of Bid Documents Part- II.. At least four weeks notice must be given to the inspecting authority to enable him to arrange the necessary inspection.

In case of any deficiency noticed during the post delivery inspection of these rakes, same should be rectified by the supplier at their own cost in India.

This issues with the concurrence of Finance Directorate of the Ministry of Railways. All other terms and conditions of the contract remain unchanged.

Two copies of this amendment are sent herewith. One copy duly signed & stamped on each page by an authorized person may please be returned to this office for record within 15 days of its receipt.

(Sunil Kumar Verma) 67/11/2
Director Railway Stores (M)
Railway Board
M. No. 8595526727
Email Id:drsmrb2020@gmail.com

No. 2015/RSF/466/1/GP-217

New Delhi, dt. 03.11.2024

To,
The President of India

We accept Amendment No. 12 of this Contract on the conditions stipulated herein for and on behalf of M/s. CRRC Dalian Co. Ltd., No. 51 Zhongchang Street, Shahikou District, Dalian-116022, P.R. China.

By:
Title:
Date:

Witness:
1)
2)

## Copy forwarded to:

1. The PFA, Metro Railway, Kolkata for making necessary arrangements for payment.

2. The Director of Audit, Northern Railway, New Delhi.

3. Additional Comptroller and Auditor General of India (Railways), Room No.224, Rail Bhawan, New Delhi.

For Member Finance/Railway Board

Q/

No. 2015/RSF/466/1/GP-217

New Delhi, dt. 03 11.2024

## Copy to:

1. The Principal Chief Materials Manager, Metro Railway, Kolkata.

2. The Principal Chief Electrical Engineer, Metro Railway, Kolkata.

3. The Chief Materials Manager (BI), Eastern Railway, Koilaghat Street, Kolkata, (India).

4. The Chief Materials Manager (Shipping), Eastern Railway, Kolkata.

5. The Dy. Chief Electrical Engineer, Dum Dum Car Depot Complex, Noapara, Metro Railway, Kolkata.

6. Dy.PFA, Metro Railway, Kolkata,

- 7. The Railway Adviser, Embassy of India, Railway Wing, Berlin. (Fax No. 00493025795809).
- 8. The Secretary, Shipping Coordination & Chartering Division, Ministry of Shipping (Charting Wing) Parivahan Vahan, Parliament Street, New Delhi.
- 9. The Shipping Corporation of India Ltd., Shipping House, 245, Madame Cama Road Mumbai 400021.

10. National Insurance Company Ltd., 106, Palika Bhawan, R.K.Puram, New Delhi- 110066.

- 11. The Executive Director, Enforcement Directorate, Ministry of Finance, Lok Nayak Bhawan, Khan Market, Lodi Road, New Delhi-110003.
- 12. The Director General, RDSO, Lucknow.

13. EDEE(G) & EDF(S), Railway Board.

14. RS(B) & A/c -I(BO) Branches, Railway Board.

(Biswajit Saha)

Section Officer, Railway Stores (F)

Bismogis,

Railway Board