



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

रेल भवन, रफी मार्ग, नई दिल्ली-110001, तारीख: 05.11.2024

Rail Bhawan, Rafi Marg, New Delhi-110001, dated. 05.11.2024

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.-13

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 along with spares, tools, documentation for use in Kolkata Metro.

Ref: CRRC's letter no. Nil dated 31.07.2024.

The request contained in your above referred letter to extend the delivery period has been considered and it has been decided to extend the delivery period for the balance 11 rakes till 30.04.2025 with Liquidated Damages(LD) & Denial Clauses(DC) as follows:-

2. The following conditions are applicable:-

a) In the event of the contractor's failure to have stores ready for delivery by the time or times respectively specified in the letter of acceptance or contract, the Purchaser may withhold any payment until the whole of the stores have been fully supplied and delivered and may deduct or recover from the contractor as liquidated damages (and not by way of penalty), a sum at the rate of 2% (two per cent) of the price of any stores which the contractor has failed to deliver as aforesaid 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. Provided, however, that if the delay shall have arisen from any cause which the Purchaser may admit as reasonable ground for further time, the Purchaser may in his discretion allow such additional time as he may consider to have been required by the circumstances of the case and shall forego the whole or such part, as he may consider reasonable of his claim for such loss or damages as aforesaid.

b) That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, GST, freight charges or on account of any other tax or duty leviable in respect of the stores specified in the contract which takes place after the original date of Delivery Period (i.e. 01/10/2018) shall be admissible on such of the said stores as are delivered after the said date.

c) That not with standing any stipulation in the contract for increases in the price on any other ground no such increase which takes place after the original date of Delivery period (i.e. 01/10/2018) shall be admissible on such of the said stores as are delivered after the said date.

Subramanyam

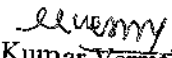
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d) But, nevertheless, the Purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of Customs Duty, exchange variation, GST or on account of any other tax or duty or on any other ground as stipulated in the contract which takes place after the expiry of the original date of Delivery period (i.e. 01/10/2018).

3.0 All other terms and conditions of the contract remain unchanged.

4.0 Two copies of this amendment are sent here with. 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.

Yours faithfully,


(Sunil Kumar Verma) 05/11/24
Director Railway Stores(M)
Railway Board
E-mailID: drsmb2020@gmail.com
Mob.No. 8595526727.

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

New Delhi, dt.05.11.2024

To,
The President of India

We accept Amendment No. 13 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) _____

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

New Delhi, dt. 05.11.2024

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, Dumdum Car Depot Complex, Noapara, Metro Railway Kolkata.
6. Dy. FA & CAO/G, Metro Railway, Kolkata.
7. The Railway Adviser, Embassy of India, Railway wing, Berlin (FaxNo.00493025795809).
8. The Secretary, Shipping Coordination & Chartering Division, Ministry of Shipping (Charting Wing), Parivahan Vahan, Parliament Street, New Delhi.

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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

(Biswajit Saha)
Section Officer, Railway Stores (F)
Railway Board