

**GOVERNMENT OF INDIA  
MINISTRY OF RAILWAYS  
(RAILWAY BOARD)**

**NEW DELHI-110001**

**2024/RS(I)/954/195/1928**

**Dated:11.12.2024**

**M/s. Hindusthan Engg. Industries Limited,  
Mody Building,  
27, R.N. Mukherjee Road,  
Kolkata - 700 001.**

**Amendment No. II**

**Sub: Contract No. 2024/RS(I)/954/195/1928 dated 28.02.2024 for  
manufacture and supply of Wagons.**

**Ref: Your Letter No. F.2083-A20(I)-EUHO-MSN dt. 30.11.2024.**

- 1.0 Your request for re-fixation of delivery period of the subject contract without LD & DC, under reference, has been examined in Board's office and it is intimated that the same is not agreed to. However, in consideration of your request, it has been decided to extend the delivery period of the subject contract for manufacture and supply of balance quantity of 110 Nos. BOBYN wagons beyond 28.10.2024 upto 31.01.2025 with Liquidated Damages and Denial Clauses.
- 2.0 The above extension in delivery period will be subject to the following conditions:
  - (a) Liquidated Damages at the rate prescribed in Clause 12.0 of Indian Railways General Conditions of the Subject Contract will be applicable for balance quantity of 110 Nos. supplies made after 28.10.2024, if so decided in terms of the contract, from any outstanding dues against this contract or any other contracts for which the President of India is the purchaser notwithstanding the grant of this extension.
  - (b) that no increase in price on account of any statutory increase in or fresh imposition of GST, freight or on account of any other tax or duty leviable which takes place after 28.10.2024 for balance quantity of 110 Nos. wagons against the subject contract 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 increase in price on any other ground, no such increase which takes place after 28.10.2024, shall be admissible on such of the said stores as are delivered after the said date;
- 3.0 However, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST or on account of any other tax or duty or any other ground as stipulated in the Price Variation clause which takes place after the expiry of the above mentioned date namely 28.10.2024.

- 4.0 All other terms and conditions of the subject contract and subsequent amendment will remain unchanged.
- 5.0 Please acknowledge receipt of this amendment.

Yours faithfully,

*Akumar*  
11/12/24  
(Amit Kumar)

Director, Railway Stores (Wagon)  
For & on behalf of the President of India

No. 2024/RS(I)/954/195/1928

Dated: 11.12.2024

Copy to:-

- 1) PFA (RBC), Eastern Railway, Kolkata. Payment may be released against original Inspection Certificate inscribed with the words "Copy for Payment" from RDSO and on proof of delivery/receipt. It is advised to ensure submission of Bank Guarantee for the extended period, as per contractual provisions.
- 2) ADAI (Railways), Mathura Road, New Delhi.
- 3) Director of Audit, Eastern Railway, Kolkata.
- 4) CMM(BI), Eastern Railway, 3, Koilaghat Street (Top Floor), Kolkata-700001. For deliveries to be made to Zonal Railways/ Railway Workshop, RSP details of the wagon orders may be indicated in the Supply Orders so that debits for the payments made may be raised accordingly.
- 5) Executive Director (QA), RDSO, Manak Nagar, Lucknow-226011.
- 6) Executive Director(Standard)/Wagon, RDSO, Manak Nagar, Lucknow.
- 7) Director General (I&L), RDSO, Manak Nagar, Lucknow-226011.
- 8) Director Standard Wagon, RDSO, Manak Nagar, Lucknow-221160.
- 9) Director (I&L), RDSO, behind Shankar Market, New Delhi-110001. Inspection will be done by TPI agency as per Board's Circular No. 2022/RS(G)/779/8 dated 04.01.2023.
- 10) A/Cs.IV(BO), RS(B), RS(T) & F(S)I Branches of Board's office

*Akumar*  
11/12/24  
(Amit Kumar)  
Director, Railway Stores (W)