

SN/10

GOVERNMENT OF INDIA  
MINISTRY OF RAILWAYS  
(RAILWAY BOARD)

No. 2022/RS(I)/954/154/1887

New Delhi-110001, Dated:05.04.2022

M/s. Braithwaite & Co. Ltd.  
5, Hide Road,  
Kolkata- 700 043.

Dear Sir,

Amendment No. I

Sub: Contract No. 2022/RS(I)/954/154/1887 dated 08.03.2022 for manufacture and supply of Wagons.

Ref: 1. Your Letter No. BCL/BOXNHL/RLY/2021/02 dt. 10.03.2022.  
2. Board's letter No. 2020/RS(G)/709/6 dt. 09.11.2020.  
3. Board's letter No. 2018/M(W)/301/9 dt. 01.03.2019.

Your have requested for advance payment against the subject contract as per Railway Board's letter referred 2 above. However, it is noted that you are getting wheel sets against Indemnity Bond as per Railway Board's letter referred 3 above. Therefore, it has been decided in Board's office to add/amend the Clauses of the subject contract regarding advance payment as under :

**Clause 10.2 (Advance Payment) :**

Paying Authority shall pay interest free advance amounting to 10% of the contract value (excluding price of wheel sets prevailing for the quarter Jan-Mar, 2022 and inclusive of current GST@ 18%) i.e. ₹54,57,25,220/- (Rs. Fifty Four Crore Fifty Seven Lakh Twenty Five Thousand Two Hundred Twenty only) against the subject contract. This advance payment will be interest free and payment will be released after suitable Indemnity Bond by following procedure of submission of Indemnity Bond by you to the full satisfaction of Paying Authority, and the additional conditions mentioned in subsequent clauses..

**Clause 10.3 (For recovery) :**

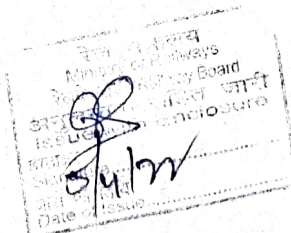
For recovery of the above mentioned interest free advance, proportionate deductions for an amount of ₹54,57,25,220/- (Rs. Fifty Four Crore Fifty Seven Lakh Twenty Five Thousand Two Hundred Twenty only) shall be made by the Paying Authority from the bills submitted by the firm against the subject contract. This advance should be utilized by M/s. BCL only for the subject contract.

**Clause 10.4 :** Advance payment will be released subject to fulfillment of the following conditions:-

X

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- (a) The wagon builder will submit documentary evidence regarding utilization of advance to the concerned PFA within 45 days of release of advance failing which recovery of advance may be initiated.
- (b) Any outstanding advance is to be recovered fully within original delivery period. No advance will be allowed during extended delivery period.
- (c) Cost of Wheel sets supplied against Indemnity Bond to the firm against the subject contract as per Board's letter referred 3 above, is to be deducted proportionately from bills payable to the firm for supply of wagons to Indian Railways.
- (d) Firm is required to give declaration of passing on additional ITC benefit as per Clause 3.0 of the subject contract along with bills.

Yours faithfully,

  
(Sunil Kumar Tiwari)  
Director, Railway Stores (W)

No. 2022/RS(I)/954/154/1887

New Delhi-110001, Dated:05.04.2022

Copy to:-

1. PFA (RBC), Eastern Railway, Kolkata. It is requested to release the advance payment to the firm as per above clause 10.2 of the contract and recovery will be made as per above clauses 10.3 & 10.4 of the subject contract.
2. ADAI (Railways), Mathura Road, New Delhi.
3. Director of Audit, Eastern Railway, Kolkata.

  
For Member/Finance

No. 2022/RS(I)/954/154/1887

New Delhi-110001, Dated:05.04.2022

Copy forwarded to:-

1. General Manager (Mech.), All Indian Railways.
2. CMM (BI), Eastern Railway, Kolkata-700001 for necessary action.
3. Director General, RDSO, Manak Nagar, Lucknow-226011.
4. Director (I&L), RDSO, 3 Koilaghat Street, Kolkata- 700 001.
5. Joint Director, Railway Stores (I&S), Railway Board, 3 Koilaghat Street, Kolkata-700 001.
6. A/Cs.IV (BO), RS(B), RS(PF&EC), F(S)I, M(N), RS(T) & RS(S) Branches of Railway Board.

  
(Sunil Kumar Tiwari)  
Director, Railway Stores (W)