

S.No. 14

GOVERNMENT OF INDIA  
MINISTRY OF RAILWAYS  
(RAILWAY BOARD)

No. 2022/RS(I)/954/152/1885

New Delhi-110001, Dated: 06.12.2022

M/s. Besco Ltd. (Wagon Division),  
8, Anil Maitra Road,  
Ballygunge,  
Kolkata-700019.

Received  
for Besco/WD  
Sharma  
08/12/22

Dear Sirs,

Amendment No. III

Sub: Contract No. 2022/RS(I)/954/152/1885 dated 07.02.2022 for  
manufacture and supply of Wagons.

Ref: Your letter No. WGN-WD/RB/402 dated 29.11.2022.

Request contained in your letter 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 under reference above, it has been decided to extend the delivery period of the subject contract only for three weeks beyond 05.12.2022 i.e. 26.12.2022 for balance quantities against 2<sup>nd</sup> lot 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 contract for delay in supplies of wagons made after 05.12.2022 for balance quantities against 2<sup>nd</sup> lot will be recovered while making payment against this contract.
- (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 05.12.2022 for balance quantities against 2<sup>nd</sup> lot 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 on or after 05.12.2022 for balance quantities against 2<sup>nd</sup> lot shall be admissible on such of the said stores as are delivered after the said date;

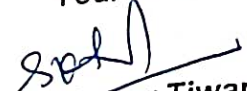
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3.0 However, the purchaser shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST or on account of any other tax or duty or on any other ground as stipulated in the Price Variation clause which takes place after the expiry of the above mentioned date namely 05.12.2022 for balance quantities against 2<sup>nd</sup> lot.

4.0 All other terms and conditions of the subject contract will remain unchanged

5.0 Please acknowledge the receipt of this amendment.

Yours faithfully,

  
(Sunil Kumar Tiwari)

Director Railway Stores (W)  
For & on behalf of President of India

New Delhi-110001, Dated: 06.12.2022

No. 2022/RS(I)/954/152/1885

Copy to:-

- 1) PFA(RBC), Eastern Railway, Kolkata for information and necessary action. Payment may be made only after receipt of unqualified acceptance from the firm and against the original Inspection Certificate inscribed with the words "Copy for Payment" from RDSO and on proof of delivery. It is also advised to ensure submission of Bank Guarantee for the extended delivery period as per contractual provisions.
- 2) ADAI (Railways), Mathura Road, New Delhi.
- 3) Director of Audit, Eastern Railway, Kolkata.
- 4) General Manager (Mech.), All Indian Railways.
- 5) CMM (BI), Eastern Railway, Kolkata for necessary action.
- 6) Director General, RDSO, Manak Nagar, Lucknow.
- 7) Director (I&L), RDSO, 3 Koilaghat Street, Kolkata-700 001. He may undertake inspection only after receipt of unqualified acceptance from the firm & to inscribe the words "COPY FOR PAYMENT" on the original copy of Inspection Certificate.
- 8) Director, Railway Stores (I&S), Railway Board, 3 Koilaghat Street, Kolkata - 700 001- for necessary action.
- 9) A/Cs.IV (BO), F(S)I, M(N) & RS(S) Branches of Railway Board.

  
(Sunil Kumar Tiwari)  
Director Railway Stores (W)

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