GOVERNMENT OF INDIA MINISTRY OF RAILWAYS (RAILWAY BOARD)

No. 2021/RS(I)/174/144/1877

New Delhi-110001, Dated: 09.09.2022

M/s. Frontier Alloy Steels Ltd., KM 25/5 & Kalpi Road, Rania, Kanpur Dehat (UP)-209304.

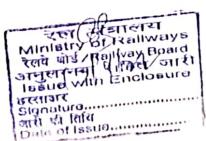
Dear Sir,

Amendment No. III

Sub: Contract No. 2021/RS(I)/174/144/1877 dated 03.05.2021 for manufacture and supply of Upgraded H.T. Centre Buffer Couplers.

Ref: Your Letter No. FASL/R.Board/22-23/987 dated 05.09.2022.

- Your request for re-fixation of delivery period of the subject contract, 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, it has been decided to extend the delivery period of the subject contract for manufacture and supply of balance 500 nos. Couplers beyond 01.09.2022 upto 30.11.2022 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 13.0 of the subject contract will be applicable for supplies made after 01.09.2022, 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 01.09.2022, shall be admissible on such of the said stores as are delivered after the said date;
 - that notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which takes place on or after 01.09.2022, 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 which takes place after the expiry of the above mentioned date namely 01.09.2022.
- 4.0 All other terms and conditions of the subject contract will remain unchanged.
- Please acknowledge receipt of this amendment. 5.0

Yours faithfully.

Director, Railway Stores(W)

No. 2021/RS(I)/174/144/1877

New Delhi-110001, Dated: 09.09.2022

Copy to:-

- 1) PFA (WC), Northern Railway, New Delhi for information and necessary action. Payment may be made only after receipt of unqualified acceptance from the firm and security deposit 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 refixed delivery period as per contractual provisions.
- 2) ADAI (Railways), Mathura Road, New Delhi.
- 3) Director of Audit, Northern Railway, New Delhi.
- 4) CMM(BI), 3-Koilaghat Street, Kolkata-700001.
- 5) Director General (I&L), RDSO, Manak Nagar, Lucknow-226011.
- 6) Director General/RDSO, Manak Nagar, Lucknow.
- 7) Director Standards/ Wagon, RDSO, Manak Nagar, Lucknow-226011.
- 8) Director (I&L), RDSO, Manak Bhawan, Shivaji Bridge, New Delhi-110001.

9) A/Cs. IV(BO), RS(B), RS(PF&EC), F(S)I, RS(T) Branches of Board's office.

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