

Received
K. J. J.
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GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No. 2022/RS(I)/954/151/1884

New Delhi-110001, Dated: 18.08.2023

M/s. Oriental Foundry Pvt. Ltd.
Survey No. 442 & 453/P23,
Village Chopadava, Taluka- Bhachau,
Distt. Kutch, Gujarat 370165.

Dear Sirs,

Amendment No. IV

Sub: Contract No. 2022/RS(I)/954/151/1884 dated 10.02.2022 for manufacture and supply of Wagons.

Ref: Your letter No. NIL dated 03.08.2023.

Your request under reference regarding re-fixation of delivery period against the subject contract 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 for 1st, 2nd & 3rd lot quantities of 212 nos. wagons each and 30% quantity of 191 nos. BCNA wagons, beyond 09.06.2023 upto 29.02.2024 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 09.08.2022 for balance quantities against 1st lot, for delay in supplies of wagons made after 09.11.2022 for balance quantities against 2nd lot, for delay in supplies of wagons made after 09.02.2023 for balance quantities against 3rd lot & for delay in supplies of wagons made after 09.06.2023 for balance 30% quantities 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 09.08.2022 for balance quantities against 1st lot, which takes place after 09.11.2022 for balance quantities against 2nd lot, which takes place after 09.02.2023 for balance quantities against 3rd lot & which takes place after 09.06.2023 for balance 30% quantities shall be admissible on such of the said stores as are delivered after the said date;

O/C

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- (c) that notwithstanding any stipulation in the contract for increase in price on any other ground, no such increase which takes place after 09.08.2022 for balance quantities against 1st lot, which takes place after 09.11.2022 for balance quantities against 2nd lot, which takes place after 09.02.2023 for balance quantities against 3rd lot & which takes place after 09.06.2023 for balance 30% quantities 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 on any other ground as stipulated in the Price Variation clause which takes place after the expiry of the above mentioned date namely 09.08.2022 for balance quantities against 1st lot, 09.11.2022 for balance quantities against 2nd lot, 09.02.2023 for balance quantities against 3rd lot & 09.06.2023 for balance 30% quantities against the subject contract.
- 4.0 It is clearly intimated that non compliance of subject contract will not only attract forfeiture of Security Deposit and recovery of General Damages but will also be treated as adverse performance to be taken in account in future wagon tenders. It is, therefore, advised to ensure completion of subject contract within the extended delivery period.
- 5.0 All other terms and conditions of the subject contract will remain unchanged
- 6.0 Please acknowledge the receipt of this amendment.

Yours faithfully,


(Vipul Kanaujia)

Director Railway Stores(W)

For & on behalf of the President of India
New Delhi-110001, Dated: 18.08.2023

No. 2022/RS(I)/954/151/1884

Copy to:-

1. PFA, Central Railway, Mumbai. (Hand over to firm)
2. ADAI (Railways), Mathura Road, New Delhi.
3. Director of Audit, Central Railway, Mumbai.
4. General Manager (Mech.), All Indian Railways.
5. CMM (BI), Eastern Railway, Kolkata-700001 for necessary action.
6. Director General, RDSO, Manak Nagar, Lucknow-226011.
7. Director (I&L), RDSO, Mumbai.
8. Director, Railway Stores (I&S), Railway Board, 3 Koilaghat Street, Kolkata-700 001.
9. A/Cs.IV (BO), RS(B), F(S)I & M(N) Branches of Railway Board.


(Vipul Kanaujia)

Director Railway Stores(W)