

**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)
NEW DELHI-110001**

No. 2022/RS(I)/954/166/1899

Dated:06.09.2024

**M/s. Titagarh Rail Systems Ltd.,
Titagarh Towers,
756, Anandapur,
E.M. Bypass,
Kolkata-700107.**

Dear Sirs,

Amendment No. III

Sub: Contract No. 2022/RS(I)/954/166/1899 dated 30.05.2022 for manufacture and supply of Wagons.

Ref: Your letter No. TRSL/RB/2024-25/09/003 dated 21.08.2024.

- 1.0 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 quantity of 1,472 Nos. BCNA wagons of 2nd lot of wagons for five months beyond 31.08.2023 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 Tender conditions of Contract for manufacture and supply of wagons will be applicable for 2nd lot of balance quantity of 1,472 Nos. supplies made after 31.08.2023, 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 31.08.2023, shall be admissible on such of the said stores (1,472 nos. against 2nd lot) 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 31.08.2023, shall be admissible on such of the said stores (1,472 nos. against 2nd lot) 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 31.08.2023.
- 4.0 All other terms and conditions of the subject contract and subsequent amendments will remain unchanged.

5.0 Please acknowledge receipt of this amendment.

Yours faithfully,

Akumar
06/9/24
(Amit Kumar)

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

No. 2022/RS(I)/954/166/1899

Dated:06.09.2024

Copy to:

1. PFA (RBC), Eastern Railway, Kolkata. Payment may be made only after receipt of unqualified acceptance from the firm against the Original Inspection Certificate inscribed with the words "Copy for Payment" from RDSO and on proof of delivery.
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.
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 and 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-700001.
9. A/Cs.IV(BO), RS(B), F(S)I, M(N) & RS(S) Branches of Railway Board.

Akumar
06/9/24
(Amit Kumar)

Director, Railway Stores (Wagon)