

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

**No. 2023/RS(I)/954/188/1921**

**Dated:20.09.2024**

**M/s. SAIL RITES BENGAL WAGON INDUSTRY PVT. LTD.,  
P.O. Kulti, Distt. Burdwan,  
West Bengal-713343.**

**Amendment No. I**

Dear Sirs,

**Sub: Contract No. 2023/RS(I)/954/188/1921 dated 06.09.2023 for  
manufacture and supply of Wagons.**

**Ref: Your letter no. SRBWIPL/Kulti/BOXNHL/DP Extension/2024-25/01 dt.  
21.08.2024.**

- 1.0 Your request for extension of delivery period of the subject contract without LD & DC, 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, it has been decided to extend the delivery period of the subject contract for manufacture and supply of balance quantity of 82 Nos. BOXNHL wagons beyond 05.09.2024 upto 31.10.2024 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 Tender conditions of the Subject Contract will be applicable for balance quantity of 82 Nos. supplies made after 05.09.2024, 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 05.09.2024 for balance quantity of 82 Nos. wagons against the subject contract 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 after 05.09.2024, 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 any other ground as stipulated in the Price Variation clause which takes place after the expiry of the above mentioned date namely 05.09.2024.

- 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*  
20/9/24  
(Amit Kumar)

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

No. 2023/RS(I)/954/188/1921

Dated:20.09.2024

Copy to:-

- 1) PFA(RBC), Eastern Railway, Kolkata. Payment may be released against Original Inspection Certificate inscribed with the word "Copy For Payment" from RDSO and on proof of delivery/receipt. It is advised to ensure the submission of BG 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-226011.
- 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(T) Branches of Railway Board.

*Akumar*  
20/9/24  
(Amit Kumar)

Director, Railway Stores (W)