

**GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)**

No. 2022/RS(I)/954/165/1898

New Delhi-110001, Dated:16.02.2024

M/s. Modern Industries Pvt. Ltd.,
G.T.Road, Sahibabad,
Ghaziabad-201005.

Dear Sirs,

Amendment No. II

Sub: Contract No. 2022/RS(I)/954/165/1898 dated 17.06.2022 for manufacture and supply of Wagons.


Ref: Your letter No. MI/CONT/-1898/2022-23/0424 dated 07.03.2023.

- 1.0 Your request for re-fixation of delivery period/shift first tranche quantity after completion of 6th tranche delivery under Force Majeure Clause of 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, it has been decided to extend the delivery period of the subject contract for manufacture and supply of 1st tranche balance quantity of wagons for 5 months with LD & DC from the date of issue of this amendment. It is also advised to submit/extend Bank Guarantee for the extended delivery period as per contractual provisions.
- 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 1st lot of balance quantity of supplies made after 28.02.2023, 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 28.02.2023, 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 28.02.2023, 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 28.02.2023.

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- 4.0 All other terms and conditions of the subject contract will remain unchanged.
- 5.0 Please acknowledge receipt of this amendment.

Yours faithfully,



16/2/24
(Vipul Kanaujia)Director Railway Stores(W)
For & on behalf of the President of India

No. 2022/RS(I)/954/165/1898

New Delhi-110001, Dated: 16.02.2024

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 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/extension of Bank Guarantee for the extended delivery period as per contractual provisions.
2. ADAI (Railways), Mathura Road, New Delhi.
3. Director of Audit, Northern Railway, New Delhi
4. General Manager (Mech.); All Indian Railways.
5. CMM (BI), Eastern Railway, Kolkata-700001.
6. Director General, RDSO, Manak Nagar, Lucknow-226011.
7. Director (I&L), RDSO, Manak Bhawan, Shivaji Bridge, New Delhi -110001. 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 Kollaghat Street, Kolkata-700 001.
9. A/Cs.IV (BO), RS(B), F(S)I & M(N) Branches of Railway Board.


16/2/24
(Vipul Kanaujia)
Director Railway Stores(W)