



भारत सरकार / GOVERNMENT OF INDIA
रेल मंत्रालय / MINISTRY OF RAILWAYS
(रेलवे बोर्ड / RAILWAY BOARD)

No. 2021/RS(I)/954/135/1868

Dated: 17.04.2025

M/s Braithwaite & Co. Ltd.,
5, Hide Road,
Kolkata - 700 043.

Amendment No. VIII

Sub: Contract No. 2021/RS(I)/954/135/1868 dated 09.02.2021 for
manufacture and supply of Wagons.

Ref: BCL/CMD/BOBSNS/RB/2025 dated 01.04.2025.

Request contained in your letter, under reference, regarding DP extension of balance qty. of 483 nos. BOBSNS wagons upto 31.03.2026 without LD & DC 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 483 BOBSNS wagons beyond 31.03.2025 upto 31.03.2026 with LD and DC.

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 Contract for the Manufacture and supply of Wagons (enclosed with subject contract as Annexure-I) will be applicable for supplies made after 31.03.2025, 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 31.03.2025, 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 31.03.2025, 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 31.03.2025.

- 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,

Amit Kumar
17/4/25
(Amit Kumar)

Director, Railway Stores (W)
For and on behalf of the President of India

No. 2021/RS(I)/954/135/1868

Dated: 17.04.2025

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 for necessary action.
- 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 & 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(S) Branches of Railway Board.

Amit Kumar
17/4/25
(Amit Kumar)
Director, Railway Stores (W)

रेल भवन , रायसीना रोड, नई दिल्ली -110001
Rail Bhawan, Raisina Road, New Delhi-110001