

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No. 2020/RS(I)/954/130/1863

New Delhi-110001, Dated: 12.04.2022

M/s. Titagarh Wagons Ltd.
756, Anandapur,
EM Bypass,
Kolkata (WB)-700 107.

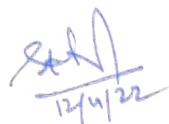
Dear Sirs,

Amendment No. III

Sub: Contract No.2020/RS(I)/954/130/1863 dated 30.09.2020 for manufacture and supply of BCNAHSM1 wagons.

Ref: i) Your Letter No. TWL/RB/BCNA/2021-22/02 dated 28.03.2022. .

- 1.0 Your request for re-fixation of delivery period of the subject contract, under reference i), has been examined in Board's office and it is intimated that the same is not agreed to. In consideration of your request under reference (i) above, it has been decided to extend the delivery period of the subject contract for four months beyond 29.03.2022 i.e. upto 29.07.2022 for manufacture and supply of balance quantity of 662 nos. BCNA wagons 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 Contract for the Manufacture and supply of Wagons (enclosed with subject contract as Annexure-I) will be applicable for supplies made after 29.03.2022, 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 29.03.2022, 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 29.03.2022, shall be admissible on such of the said stores as are delivered after the said date;


12/4/22

- 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 29.03.2022.
- 4.0 All other terms and conditions of the subject contract will remain unchanged.
- 5.0 Please acknowledge receipt of this amendment.

Yours faithfully,



(Sunil Kumar Tiwari)
Director, Railway Stores (W)
For & on behalf of the President of India

No. 2020/RS(I)/954/130/1863

New Delhi-110001, Dated: 12.04.2022

Copy to:-

- 1) PFA(RBC), Eastern Railway, Kolkata. 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 and the relevant conditions of the Contract. It is also advised to ensure submission of Bank Guarantee 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.
- 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.



(Sunil Kumar Tiwari)
Director, Railway Stores (W)