



सत्यमेव जयते
Government of India

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

No. 2022/RS(I)/954/151/1884

Dated: 25.02.2025

M/s. Oriental Foundry Pvt. Ltd.
Survey No. 442 & 453/P23,
Village Chopadava, Taluka- Bhachau,
Distt. Kutch, Gujarat 370165.

Amendment No. VI

Subject : Contract No. 2022/RS(I)/954/151/1884 dated 10.02.2022 for manufacture and supply of Wagons.

- Reference:
- i) Board's letter of even No. 12.07.2023.
 - ii) Amendment No. IV dated 18.08.2023.
 - iii) Board's letter of even No. dated 26.02.2024.
 - iv) Board's letter of even No. dated 20.03.2024.
 - v) Your letter No. OFPLpl/04/2024/5456 dated 05.04.2024.
 - vi) Board's letter of even No. dated 22.04.2024.
 - vii) Your letter No. OFPL/RB/1881/09 dated 06.05.2024
 - viii) Amendment No. V dated 10.05.2024.
 - ix) Board's letter of even No. dated 30.08.2024.
 - x) Your letter No. OFPL/Unit-II/RWI/Wheel Set/24-25 dated 09.10.2024.
 - xi) Board's letter of even No. dated 18.10.2024.
 - xii) Board's letter of even No. dated 16.12.2024.
 - xiii) Board's letter of even No. dated 20.01.2025.
 - xiv) Your letter No. OFPL/Unit-II/Wheel Set/24-25 dated 27.01.2025.
 - xv) Board's letter of even No. dated 13.02.2025.
 - xvi) Your letter No. OFPL/Unit-II/Wheel Set/24-25 dated 17.02.2025.

1. You have failed to complete the supplies of balance quantity of wagons against the subject contract. It is seen that you have not supplied a single wagon against this contract since Nov., 2022 and your attempt to attribute your default in this contract to non supply of wheel sets by RWF is not acceptable. Wheel set supply from RWF has been continuous every month as per payments made by you and you have been utilizing those wheel sets received from RWF for supplying other type of wagons against other contracts as per your business decision. It is to note that non supply of wagon against this contract is causing potential earning loss to Railways approx. @ Rs.11,577/- per wagon per day. Since Railways are interested in receiving wagon supply against this contract, as a special case your request regarding extension of delivery period for another 6 months beyond 28.02.2025, has been considered and it has been decided to extend the delivery period of the subject contract for manufacture and supply of balance wagons upto 31.08.2025 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 the contract for delay in supplies of wagons made after 09.08.2022 for balance quantities against 1st lot, for delay in supplies of wagons made after 09.11.2022 for balance quantities against 2nd lot, for delay in supplies of wagons made after 09.02.2023 for balance

quantities against 3rd lot & for delay in supplies of wagons made after 09.06.2023 for balance 30% quantities will be recovered while making payment against this contract.

- (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 09.08.2022 for balance quantities against 1st lot, which takes place after 09.11.2022 for balance quantities against 2nd lot, which takes place after 09.02.2023 for balance quantities against 3rd lot & which takes place after 09.06.2023 for balance 30% quantities 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 09.08.2022 for balance quantities against 1st lot, which takes place after 09.11.2022 for balance quantities against 2nd lot, which takes place after 09.02.2023 for balance quantities against 3rd lot & which takes place after 09.06.2023 for balance 30% quantities 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 09.08.2022 for balance quantities against 1st lot, 09.11.2022 for balance quantities against 2nd lot, 09.02.2023 for balance quantities against 3rd lot & 09.06.2023 for balance 30% quantities against the subject contract.
- 4.0 It is clearly intimated vide Amendment No. V under reference (viii) and through this amendment that non compliance of subject contract will not only attract forfeiture of Security Deposit and recovery of General Damages but will also be treated as adverse performance to be taken in account in future wagon tenders. It is, therefore, advised to ensure completion of subject contract within the extended delivery period.
- 5.0 Vide para 2 of letter under reference (xv) and through this amendment, it is stated that, 'In case of your failure to supply the wagons against the subject contract within the extended DP i.e. upto 31.08.2025 as requested by you, the proportionate BG amount of Rs. 45.83 Crore, submitted by you against the subject contract vide BG No. 7124IGP001767624 dt. 23.04.2024 issued by Bank of Baroda, in addition to full Security Deposit i.e. Rs. 1 Crore, will be forfeited for the defaulted quantity.' It is to note that the said BG amount has been calculated to cover up extra expenditure that Railways would have incurred in procurement of same wagon for the default quantity in other live contracts on date.
- 6.0 It is intimated that no further DP extension shall be granted after expiry of extended delivery period i.e. 31.08.2025.
- 7.0 All other terms and conditions of the subject contract and subsequent amendments will remain unchanged.
- 8.0 Please acknowledge the receipt of this amendment.

Yours faithfully,

A Kumar

(Amit Kumar) 25/2/25

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

Dated: 25.02.2025

No. 2022/RS(I)/954/151/1884

Copy to:-

1. PFA, Central Railway, Mumbai.
2. ADAI (Railways), Mathura Road, New Delhi.
3. Director of Audit, Central Railway, Mumbai.
4. General Manager (Mech.), All Indian Railways.
5. CMM (BI), Eastern Railway, Kolkata-700001 for necessary action.
6. Director General, RDSO, Manak Nagar, Lucknow-226011.
7. Director (I&L), RDSO, Mumbai.
8. Director, Railway Stores (I&S), Railway Board, 3 Koilaghat Street, Kolkata-700 001.
9. A/Cs.IV (BO), RS(B), F(S)I & M(N) Branches of Railway Board.

Akumar
25/2/25
(Amit Kumar)

Director Railway Stores(W)

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