

GOVERNMENT OF INDIA
MINISTRY OF RAILWAYS
(RAILWAY BOARD)

No. 2021/RS(I)/954/134/1867

New Delhi, dated 27.03.2023

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

Dear Sirs,

Amendment No. IV

Sub: Contract No. 2021/RS(I)/954/134/1867 dated 03.02.2021 for manufacture and supply of Wagons.

Ref: BCL/BCNAHSM/RLY/2023/01 dated 08.03.2023.

- 1.0 Your request for re-fixation of delivery period of the subject contract, 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 beyond 31.03.2023 upto 31.12.2023 with LD & 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 Tender conditions of Contract for manufacture and supply of wagons will be applicable for balance quantity of supplies made after 31.03.2023, 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 31.03.2023, 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 31.03.2023, 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 31.03.2023.


22/3/23

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,


(Sunil Kumar Tiwari)

Director, Railway Stores (W)

For and on behalf of the President of India

No. 2021/RS(I)/954/134/1867

New Delhi, dated 27.03.2023

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.


(Sunil Kumar Tiwari)

Director, Railway Stores (W)