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

No. 2022/RS(I)/174/156/1889

New Delhi Dated:10.01.2024

M/s. Oriental Foundry Pvt. Ltd., Survey No. 442 & 455/P-23, Village Chopadava Taluka, Bhachau, Distt. Kutch-370140.

Dear Sirs.

## Amendment No. IV

Sub: Contract No. 2022/RS(I)/174/156/1889 dated 30.03.2022 for manufacture and supply of Constant Contact Side Bearers (CCSB) for BOXN and BOBRN type wagons.

Ref: Your letter No. OFPL/RB/1889/2022-23 dated 04.01.2024.

- 1.0 Your request for extension of delivery period of the subject contract without LD and DC, under reference, has been examined in Board's office and it is intimated that the same is not agreed to. However, it has been decided to extend the delivery period of the subject contract for manufacture and supply of balance Constant Contact Side Bearers (CCSBs) beyond 31.12.2023 upto 31.05.2024 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 13.0 of the Subject Contract for delay in supplies made after 29.03.2023 for balance (original) quantity of CCSBs & after 30.07.2023 for balance (30%) quantity against the subject contract 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 any other tax or duty leviable which takes place after 29.03.2023 for balance (original) quantity of CCSBs & after 30.07.2023 for balance (30%) quantity against the subject contract shall be admissible on such of the said stores as are delivered after the said date;
- However, the purchaser shall be entitled to the benefit of any decrease in price on account of any other tax or duty which takes place after the expiry of the above mentioned date namely 29.03.2023 for balance (original) quantity of CCSBs & after 30.07.2023 for balance (30%) quantity against the subject contract.
- 4.0 All other terms and conditions of the subject contract will remain unchanged.

5.0 Please acknowledge receipt of this amendment.

Yours faithfully,

(Vipul Kanaujia)

Director Railway Stores(W)

For & on behalf of the President of India

## No. 2022/RS(I)/174/156/1889

Copy to:-

- 1) PFA, Western Railway, Mumbai Payment for supplies made against the subject contract should be debited to Book to the subject. contract should be debited to RSP No. indicated in Column 1 of Para 2 of the subject contract. contract.
- 2) ADAI (Railways), Mathura Road, New Delhi.
- 3) Director of Audit, Western Railway, Mumbai.
- 4) CMM(BI), 3-Koilaghat Street, Kolkata-700001.
- 5) Director General (I&L), RDSO, Manak Nagar, Lucknow-226011.
- 6) DG/RDSO, Lucknow It is requested to authorize a representative for pre dispatch inspection at the manufacturing premises of the firm, before dispatch.
- 7) Director Standards/ Wagon, RDSO, Manak Nagar, Lucknow-226011.
- 8) Director (I&L), RDSO, Mumbai.
- 9) A/Cs. IV(BO), RS(B), RS(PF&EC), F(S)I, RS(T) Branches of Board's office.

(Vipul Kanaujia)

Director Railway Stores(W)