

GOVERNMENT OF INDIA  
MINISTRY OF RAILWAYS  
(RAILWAY BOARD)

No .2023/RS(I)/174/174/1907

New Delhi Dated: 13.05.2024

M/s. Wabtec Texmaco Rail Pvt.Ltd.,  
Belgharia,  
Kolkata-700056.

Dear Sirs,

Amendment No. I

Sub: Contract No. 2023/RS(I)/174/174/1907 dated 28.04.2023 for  
manufacture and supply of Friction Wedges.

Ref: Your letter No. WTR/23-24/FW/RB/01 dt. 06.05.2024.

- 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, in consideration of your request, it has been decided to extend the delivery period of the subject contract for manufacture and supply of balance qty. of 4,627 nos. Friction Wedges beyond 27.04.2024 upto 27.06.2024 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 will be applicable for supplies made after 27.04.2024, 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 27.04.2024, 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 27.04.2024, 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 27.04.2024.

4.0 All other terms and conditions of the subject contract will remain unchanged.

5.0 Please acknowledge receipt of this amendment.

Yours faithfully,

  
13/5/24  
(Vipul Kanaujia)

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

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Copy to:-

- 1) **PFA (RBC), Eastern Railway, Kolkata.** Payment for supplies made against the subject contract should be debited to RSP No. indicated in Column 1 of Para 2 of the subject contract. It is also advised to ensure submission of Bank Guarantee for the extended period, as per contractual provisions.
- 2) **ADAI (Railways), Mathura Road, New Delhi.**
- 3) **Director of Audit, Eastern Railway, Kolkata.**
- 4) **CMM(BI), 3-Koilaghat Street, Kolkata-700001.**
- 5) **Director General (I&L), RDSO, Manak Nagar, Lucknow-226011.**
- 6) **EDQA/RDSO, Manak Nagar, 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, 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.
- 9) **A/Cs. IV(BO), RS(B), F(S)I, RS(T) Branches of Board's office.**

  
13/5/24  
(Vipul Kanaujia)

Director Railway Stores(W)