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"Correction Slip No. 01" of ITT_1.21_April_2024

Following modifications/improvements are carried out in NR Instructions to Tenderers Rev_1.21_April_2024:

Para	Existing	Revised
2.1(iii)(b)	Vendors approved by any centralized vendor approving agencies for developmental orders with condition of prototype approval and/or field trial, may be given developmental order for 5% of Net Procurable Quantity [NPQ] within or outside NPQ.	Vendors approved by any centralized vendor approving agencies for developmental orders with condition of prototype approval and/or field trial, may be given developmental order for 5% of Net Procurable Quantity [NPQ] within or outside NPQ. However the total order on developmental firms will be limited to 20% of the NPQ.
2.1(iii)(b.i)	Order on firms approved for developmental ordering subject to prototype approval/field trial can be upto the quantity required for field trial as indicated in the vendor directory provided no such orders has been placed on the firm earlier. Such firms will mandatorily indicate the orders received for the tendered item in the past and supply status against the same with their offer. If the firm has not received any order, a NIL statement has to be attached. If no document is attached, it will be considered that such order has already been placed on the firm and no further orders will be placed.	Deleted
2.1(iii)(b.ii)	If quantity required for field trial is not indicated in the vendor directory, then order quantity on such firms will be limited to 5% of NPQ.	Deleted
3.3(f)	Vendors registered with Northern Railways for the trade group of the item tendered.	Vendors registered with Railways for the trade group of the item tendered.
3.3(h)	Vendors registered with Railway Board/Northern Railways for supply of medicine, medical equipments and consumables shall be exempted from submission of EMD for these items.	Vendors registered with Railway Board/ Railways for supply of medicine, medical equipments and consumables shall be exempted from submission of EMD for these items.
12.1(f)	Vendors registered with Northern Railways for the trade group of the item tendered shall be exempted from SD for orders valued up to their monetary limit of registration.	Vendors registered with Railways for the trade group of the item tendered shall be exempted from SD for orders valued up to their monetary limit of registration.
12.1(h)	Vendors registered with Railway Board/Northern Railways for supply of	Vendors registered with Railway Board/ Railways for supply of

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	medicine, medical equipment and consumables shall be exempted from SD for these items.	medicine, medical equipment and consumables shall be exempted from SD for these items.
16.2	General Damages (GD): In case of failure on the part of contractor to effect deliveries as per terms & conditions of the contract, as amended from time to time, Purchaser shall have right to levy damages from the supplier for failing to comply with the contractual conditions, not by way of penalty, an amount equal to 10% of Order value as General Damages of the cancelled value of the contract. Similar action may be taken if the progress of supply is not on pro rata basis commensurate with delivery period.	Failure and Termination If the Contractor fails to deliver the goods or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before the expiry of such period the Purchaser may without prejudice to his other rights: - a. without prejudice to the Purchaser's right to record adverse performance of the contractor for taking appropriate administrative action, cancel the contract or a portion thereof and forfeit the security deposit. b. Wherever Security deposit has been exempted for any reason, levy damages from the supplier, not by way of penalty, an amount equal to Security Deposit amount, as would have been applicable had he not been an exempted vendor. These damages shall be treated as recoveries outstanding against the Contractor and dealt with accordingly.
16.3	If the contractor fails to deliver the Stores or any installment thereof within the period fixed for such delivery in the contract or as extended or at any time repudiates the contract before expiry of such period, purchaser would be entitled to effect recoveries from the firm as enumerated below: a. Where actual or potential loss has been incurred due to the failure of the Supplier to put in supplies within the contracted delivery period and the Purchaser has no option but to cancel the contract with General Damages within the ceiling of amount, calculated under the contract, will be levied. The Purchaser shall be entitled to recover from the Contractor as compensation to the Railway, a sum to extent of 10% of the cancelled value of the contract.	Deleted

	b. Wherever SD has been exempted for any reason, and the supplier fails to supply goods as per Conditions of Contract, as amended from time to time, Purchaser shall have right to levy damages from the supplier for failing to comply with the contractual conditions, not by way of penalty, an amount equal to 10% of Order value as General damages. These damages shall be treated as recoveries outstanding against the vendor and dealt with accordingly. c. For severable contracts, in case of failure by contractor to meet deliveries for any lot, Purchaser may cancel the contract by levying damages from the supplier for failing to comply with the contractual conditions, not by way of penalty, an amount equal to 10% of Order value as General damages commensurate to that lot. d. Further to the extent SD has been taken(Say of value "A" (which is less than10% of the value of the contract)) in such cases, the GD will be leviable for the difference amount i.e., GD leviable (say "B") will be equal to 10% of outstanding value of contract minus the value of SD submitted (A). In such cases amount 'A' shall be forfeited and the GD amount 'B' shall be recovered from the firm.	