| **S.No** | **Clause Ref. No. in the Bidding Document** | **Existing provision in the Bidding Documents** | **As per Amendment-01** |
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| 1. | Volume-I: GCC  Clause 21.2 | If the Supplier fails to comply with the Delivery Schedule in accordance with Clause GCC 21 for the whole of the goods, (or a part for which a separate time schedule is agreed) then the Supplier shall pay to the Purchaser a sum equivalent to half percent (0.5%) plus GST payable thereon of the Contract Price of undelivered Goods or the Services as liquidated damages for such default and not as a penalty, without prejudice to the Purchaser's other remedies under the Contract, for each week or part thereof of delay until actual delivery or performance subject to the limit of ten percent (10%) thereon of Contract Price.  The Purchaser may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Supplier. The payment or deduction of such damages shall not relieve the Supplier from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.  Although, the Delivery Schedule has been specified on monthly basis, for the purpose of levying liquidated damages, the delay in delivery shall be considered on a quarterly basis, the quarter being reckoned from the first month of dispatch. | If the Supplier fails to comply with the Delivery Schedule in accordance with Clause GCC 21 for the whole of the goods, (or a part for which a separate time schedule is agreed) then the Supplier shall pay to the Purchaser **a sum equivalent to 0.05% (Zero point zero five percent)** plus GST payable thereon of the Contract Price of undelivered Goods or the Services as liquidated damages for such default and not as a penalty, without prejudice to the Purchaser's other remedies under the Contract, for each **day** of delay until actual delivery or performance subject to the limit of ten percent (10%) thereon of Contract Price.  **The parties agrees that the sum specified above is not a penalty but a genuine pre-estimate of loss/ damage which will be suffered by the employer for the default on the part of the contractor and said amount will be payable without proof of actual loss or damage caused by such default.**  The Purchaser may, without prejudice to any other method of recovery, deduct the amount of such damages from any monies due or to become due to the Supplier. The payment or deduction of such damages shall not relieve the Supplier from his obligation to complete the Works, or from any other of his obligations and liabilities under the Contract.  Although, the Delivery Schedule has been specified on monthly basis, for the purpose of levying liquidated damages, the delay in delivery shall be considered on a quarterly basis, the quarter being reckoned from the first month of dispatch |