**CORRIGENDUM**

**Liquidated damage:**

Cl. 11.0 of SCC may be read as:

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| **Existing Clause** | **Revised Clause** |
| **11.0** “If the contractor fails to comply with the time for completion for the whole work in accordance with the completion schedule or any part thereof, then the contractor shall pay to POWERGRID **as liquidated damages and not as penalty without prejudice to POWERGRID’S other remedies under the contract, a sum of one percent (1%) plus GST thereon of the Contract price for each calendar week of delay or part thereof which shall elapse between the scheduled time of completion and date of taking over. However, the amount of liquidated damages for the Contract shall be limited to a maximum of Ten percent (10%) plus GST thereon of the total Contract price.** Clause No 44.0 and its sub clauses of the Conditions of Contract for Civil Works shall stand modified accordingly.  | 1. Liquidated Damages for Delay by Contractor:

**(Reference of Conditions of Contract for Civil Works Clause 44.0 and it’s Sub-clauses)** “If the contractor fails to comply with the time for completion for the whole work in accordance with the completion schedule or any part thereof, then the contractor shall pay to POWERGRID **as liquidated damages and not as penalty without prejudice to POWERGRID’S other remedies under the contract, a sum equivalent to 0.05%(Zero point zero five Percent) plus GST payable thereon of the Contract price for each day which shall elapse between the scheduled time of completion and date of taking over. However, the amount of liquidated damages for the Contract shall be limited to a maximum of Ten percent (10%) plus GST thereon of the total Contract price. “** **The parties agree that the sum specified above is not a penalty but a genuine pre-estimate of the loss/damage which will be suffered by the Employer for default on the part of the Contractor and said amount will be payable without proof of actual loss or damage caused by such default.**Clause No 44.0 and its sub clauses of the Conditions of Contract for Civil Works shall stand modified accordingly.  |