Annexure – 1 of Addendum no. 1

SCC, Part B – Specific Provisions

Conditions	Sub-Clause	Specific provisions
Delay Damages	8.7	GC Clause 8.7 is replaced with the following: (a) Time is the essence of the contract and If the Contractor fails to comply with Sub-Clause 8.2 [Time for Completion] and As per Part A-contract data , the Contractor shall subject to notice under Sub-Clause 2.5 [Employer's Claims] pay delay damages to the Employer for this default. These delay damages shall be the sum stated in the Contract Data, which shall be charged for every week of delay from the duration for Key date stated As per Part-A Contract data of the Employer's Requirement. However, the total amount due under this Sub-Clause shall not exceed the maximum amount of delay damages stated in the Contract Data. These delay damages shall be the only damages due from the Contractor for such default, other than in the event of termination under Sub-Clause 15.2 [Termination by Employer] prior to completion of the Works. These damages shall not relieve the Contractor from his obligation to complete the Works, or from any other duties, obligations or responsibilities which he may have under the Contract. Liquidated Damages may be recovered by the Employer from any amount of money due from the Contractor under the Contract. The Liquidated Damages may also be recovered from the amount of Performance Security Bank Guarantee and in that case the Contractor would be liable to replenish the amount of Performance Security Bank Guarantee. (b) If the necessity arises, the Engineer may decide to execute any part of the works through separate contractor/ sub-contractor by entering into a tripartite agreement between GMRC, the Contractor and the third party. Such works shall be executed by the third party at mutually agreed rates with direct payment to the third party by GMRC. (c) The works involve interface with the System and Finishing contractor(s) whose work is dependent upon the proper and timely handing over of the site by the Main Civil Contractor. Any implications arising due to delay in handing over the site to other contractor shall be the responsibility of the main Civil contractor, who shall be liable for all consequences thereof. (d) In the event that any work front is not available, the Contractor shall mobilize adequate resources accordingly for the available front and commence and continue execution of works on the available fronts so as to avoid idling of resources & resultant claims for fronts which are not available. (e) In the event of excess delay in handing over of any work front by the Employer, the Employer shall have the right to de-scope that part of works and get the same executed separately through supplementary agreement to the Main Agreement or through separate agency.