

Corrigendum 14 to bid document 14

Existing Para	New Para
<p>2.3. Extension of Delivery Period, Liquidated Damages and Denial Clause:</p> <p>2.4.1. The contractor is to execute the purchase order in accordance with the terms and conditions of the order within the stipulated Delivery Period. However, in the event of failure to do so, the purchaser, on its sole discretion, may grant extension in delivery period and in such cases the purchaser has the unfettered right to recover from the contractor, Liquidated damages on the store which the contractor has failed to deliver within the period fixed for delivery. In case of such extension, provision under following Para 2.4.2 to 2.4.7 shall apply.</p> <p>2.4.2. That no increase in price on account of any statutory increase in or fresh imposition of Customs Duty, GST or on account of Foreign Exchange Variation or on account of any other tax or duty leviable in respect of stores specified in the contract which takes place after the date of delivery period stipulated in the contract shall be admissible on such of the said stores as are delivered after the date of the delivery stipulated in the contract.</p> <p>2.4.3. That notwithstanding any stipulation in the contract for increase in price on any other ground no such increase which takes places after the date of delivery stipulated in the contract shall be admissible on such of the said stores as are delivered after the expiry of the delivery period stipulated in the contract.</p> <p>2.4.4. But nevertheless, the purchaser shall be entitled to the benefit to any decrease in price on account of reduction in or remission of Custom Duty, GST or on account of Foreign Exchange Variation or on account of any other tax or duty or on other ground as stipulated in the price variation clause, which take places after the expiry of the date of delivery period stipulated in the contract.</p> <p>2.4.5. The delivery period in Store Procurement cases shall be reckoned from the date of issue of Advance PO/Letter of Advance Acceptance/Letter of Acceptance.</p> <p>2.4.6. Recovery of Liquidated Damage (LD) shall be levied @ ½% (half percent) of the price of the delayed stores per week or part of the week during which delivery is accepted and the upper limit for recovery of LD in supply contracts is 10% (ten percent) of the value of contract irrespective of delays, unless otherwise provided, specifically in the contract.</p> <p>2.4.7. Railway reserves the right to cancel contract, after expiry of delivery period, by imposing GD@ 10% of outstanding value of contract.</p>	<p>2.3. Extension of Delivery Period, Liquidated Damages and Denial Clause:</p> <p>2.4.1. The contractor is to execute the purchase order in accordance with the terms and conditions of the order within the stipulated Delivery Period. However, in the event of failure to do so, the purchaser, on its sole discretion, may grant extension in delivery period and in such cases the purchaser has the unfettered right to recover from the contractor, Liquidated damages on the store which the contractor has failed to deliver within the period fixed for delivery. In case of such extension, provision under following Para 2.4.2 to 2.4.7 shall apply.</p> <p>2.4.2. 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Railway reserves the right to cancel contract, after expiry of delivery period, by imposing GD@ 10% of outstanding value of contract.</p> <p>2.4.8. <i>If the completion date of delivery of any instalment falls on declared holiday of RCF, then the next working day shall be considered as the completion date of delivery for all contractual purposes.</i></p>