

**CORRIGENDA 02
TO
GENERAL CONDITIONS OF CONTRACTS (GCC)
Rev. No. 07 w.e.f. 14.08.2024**

CORRIGENDA 02 to GCC REV. 07

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**BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT**

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**PROJECT
ENGINEERING
MANAGEMENT**

**CORRIGENDA 02 to GENERAL CONDITIONS OF
CONTRACT (GCC)**

Revision No. 07

GCC Cl. No.	Existing clause as:	Replaced Clause as:
Clause no 16.1 of GENERAL COMMERCIAL TERMS & CONDITIONS (Page 15 of 28)	Timely dispatch/delivery and completion of other schedules as stipulated in Order/Contract shall be the essence of Order/Contract. If the Seller/Contractor fails to complete the dispatch/delivery and other schedules within the time period stipulated in Order/Contract, or within any extension of time granted by Purchaser, it shall be lawful for purchaser to recover damages for breach of Order/Contract and hereunder.	Timely dispatch/delivery, Erection & commissioning (if applicable) and completion of other schedules as stipulated in Order/Contract shall be the essence of Order/Contract. If the Seller/Contractor fails to complete the dispatch/delivery, Erection & commissioning (if applicable) and other schedules within the time period stipulated in Order/Contract, or within any extension of time granted by Purchaser, it shall be lawful for purchaser to recover damages for breach of Order/Contract and hereunder.
Clause no 16.2.1 (a) of GENERAL COMMERCIAL TERMS & CONDITIONS (Page 15 of 28)	a) Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent and applicable GST thereon, of the total main supply contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total main supply contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.	a) Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent and GST thereon (as applicable), of the total main supply contract price excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total Main Supply contract price excluding GST, if the Seller/ Contractor fails to deliver any part of the ordered goods/stores within the period stipulated in the Order/ Contract.
Clause no 16.2.1 (b) of GENERAL COMMERCIAL TERMS & CONDITIONS (Page 15 of 28)	(b) LD on service portion (demonstration charges, PG test, installation check, supervision of erection / commissioning charges, engineering charges, O&M, study, calibration charges, type test, AMC, etc.) where delivery for services are defined separately in the NIT. LD shall be applicable @ ½ percent and applicable GST thereon, of the total service portion contract value excluding GST per week or part thereof. However, total LD (main supply and services) shall be limiting to 10% of cumulative total contract value (Main Supply +Services) excluding GST.	b) LD on service portion (demonstration charges, PG test, installation check, supervision of erection / commissioning charges, engineering charges, O&M, study, calibration charges, type test, AMC, etc.) where delivery for services are defined separately in the NIT. LD shall be applicable @ ½ percent and GST thereon (as applicable), of the total service portion contract value excluding GST per week or part thereof. However, total LD (Main Supply and Services) shall be limiting to 10% of cumulative total contract value (Main Supply + Services) excluding GST.
Clause no 16.2.1 (c) of GENERAL COMMERCIAL TERMS & CONDITIONS (Page 16 of 28)	c) LD on mandatory spares portion where delivery for mandatory spares is defined separately in the NIT. LD shall be applicable @ ½ percent and applicable GST thereon, of the total mandatory spares portion contract value excluding GST per week or part thereof, limiting to 10% of total contract value of mandatory spares excluding GST.	c) LD on Mandatory Spares - Where delivery for Mandatory Spares is defined separately in the NIT, LD shall be applicable @ ½ percent and GST thereon (as applicable), of the total Mandatory Spares portion contract value excluding GST per week or part thereof, limiting to 10% of total contract value of Mandatory Spares excluding GST.

<p>Clause no 16.2.1 (d) of GENERAL COMMERCIAL TERMS & CONDITIONS (Page 16 of 28)</p>	<p>d) For Turnkey packages (Supply and E&C in vendor scope)- Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages and not by way of penalty, a sum equivalent to half (½) percent and applicable GST thereon, of the total contract price (main supply and E&C) excluding GST per week or part thereof, subject to a maximum of ten (10) percent of the total contract price (main supply and E&C) excluding GST, if E&C completion of the package is delayed beyond the contractual completion date or extension thereof as per the period stipulated in the Order/ Contract. Liquidated Damages will not be withheld from supply payment for delay in supply. LD on Mandatory spares shall be dealt as per clause (c) above. LD on service portion (PG test, engineering charges, O&M, AMC, etc.) where delivery for services are defined separately in the NIT. LD shall be applicable @ ½ percent and applicable GST thereon, of the total service portion contract value excluding GST per week or part thereof subject to a maximum of ten (10) percent of the total contract value of service portion excluding GST.</p>	<p>d) For Turnkey packages (Supply and E&C in vendor scope)-</p> <p>(d1) LD on Main Supply- Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages if dispatch/delivery of the package (Main supply) is delayed beyond the contractual completion date or extension thereof as per the period stipulated in the Order/ Contract and not by way of penalty, a sum equivalent to half (½) percent and GST thereon (as applicable), of the total contract price (Main Supply) per week or part thereof, limited of ten (10) percent of the total contract price (Main Supply) excluding GST.</p> <p>(d2) LD on Erection & Commissioning - Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages if E&C completion of the package is delayed beyond the contractual completion date or extension thereof as per the period stipulated in the Order/ Contract and not by way of penalty, a sum equivalent to half (½) percent and GST thereon (as applicable), of the total contract price (Main Supply+ E&C) per week or part thereof, limited to ten (10) percent of the total contract price (Main Supply + E&C) excluding GST.</p> <p>However, total LD (Main Supply and E&C) shall be limiting to 10% of cumulative total contract value (Main Supply + E&C) excluding GST.</p>
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