

**CORRIGENDA 03
TO
GENERAL CONDITIONS OF CONTRACTS (GCC)
Rev. No. 07 w.e.f. 14.05.2025**

CORRIGENDA 03 to GCC REV. 07

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**BHARAT HEAVY ELECTRICALS LIMITED
PROJECT ENGINEERING MANAGEMENT**

BHEL SADAN
PLOT NO. 25, SECTOR - 16A
NOIDA - 201301 (U.P.), INDIA

Not for Publication

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Corrigenda 03 to GCC Revision-07

Cl. No.		Proposed Clause (Blue – Addition, Red strike-through – Deletion)
9.0 of GCTC	<p>9.0 <u>TERMS OF PAYMENT</u></p> <p>9.1 <u>SUPPLY PACKAGES</u></p> <p>9.1.1 <u>INDIAN VENDORS</u></p> <p>Payment of basic price of supplied materials (as per PO/ approved billing schedule) along with freight and taxes and duties (as applicable), shall be paid against receipt of material (receipted LR) at site on pro-rata basis. 10% of basic price of materials supplied will be retained as security deposit which will be released on pro - rata basis as below:</p> <p>On receipt of Material Receipt Certificate (MRC) from project site engineer of owner/purchaser and on submission of certificate of submission of all the final documents for the package (as per Annexure IX(A)), duly certified by Engineering Department of Purchaser.</p> <p>9.1.2 <u>FOREIGN VENDORS</u></p> <p>Payment of C&F price of materials supplied (as per PO/ approved billing schedule), shall be paid against Bill of lading/ AWB on pro-rata basis. 10% of C&F price of materials supplied will be retained as security deposit, which will be released on pro – rata basis as below:</p> <p>Ten percent (10% of C&F price of material supplied) will be released on pro-rata basis after receipt of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser and on submission of certificate of submission of all the final documents for the package (as per Annexure IX(A)), duly certified by Engineering Department of Purchaser.</p>	<p>9.0 <u>TERMS OF PAYMENT</u></p> <p>9.1 <u>SUPPLY PACKAGES</u></p> <p>9.1.1 <u>INDIAN VENDORS</u></p> <p>No change. Final documents, if applicable as per NIT.</p> <p>9.1.2 <u>FOREIGN VENDORS</u></p> <p>No change. Final documents, if applicable as per NIT.</p>

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Cl. No.		Proposed Clause (Blue – Addition, Red strike-through – Deletion)
	<p>9.2 <u>SUPPLY PACKAGES WITH PERFORMANCE GUARANTEE/ DEMONSTRATION TEST AT SITE IN VENDOR'S SCOPE</u></p> <p>9.2.1 <u>INDIAN VENDORS</u></p> <p>Payment of basic price of materials supplied, as per PO/ approved billing schedule, along with freight, taxes and duties (as applicable), shall be paid against receipt of material (receipted LR) at site on pro-rata basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as below</p> <p>i.10% will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser.</p> <p>ii.5% shall be released after i) submission of certificate of submission of all the final documents for the package (as per Annexure IX(A)), duly certified by Engineering Department of Purchaser and ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package to Customer/BHEL, if applicable, as per Order/ Contract.</p> <p>Note: If the Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract is not conducted up to 36 months from supply completion for reasons not attributable to the vendor, then last 5% security deposit will be released on submission of certificate of all final documents for the package (as per Annexure IX(A)), duly certified by Engineering Department of Purchaser. However, PBG for contract shall be released only after completion of contractual obligations.</p>	<p>9.2 <u>SUPPLY PACKAGES WITH PERFORMANCE GUARANTEE/ DEMONSTRATION TEST AT SITE IN <u>SUPPLIER'S SCOPE</u></u></p> <p>9.2.1 <u>INDIAN VENDORS</u></p> <p>No change. Final documents, if applicable as per NIT.</p> <p>Note: If the Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract is not conducted up to 36 months from supply completion for reasons not attributable to the Supplier, then last 5% Performance Security will be released on submission of Bank Guarantee of equivalent amount valid for 12 months. This bank guarantee will be in addition to Contract Performance Security for 5% of the contract value (excluding taxes, duties, PVC and freight).</p>

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	<p>List of packages with required final documents is as per Annexure-IX (A).</p> <p>9.2.2 FOREIGN VENDORS</p> <p>Payment of C&F price of materials supplied, as per PO/ approved billing schedule, shall be paid against Bill of lading/ AWB on pro-rata basis. 15 % of C&F price of materials supplied will be retained as security deposit, which will be released on pro – rata basis, as detailed below:</p> <p>i.Ten percent (10%) of C&F price of material supplied shall be released after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser.</p> <p>ii.Five percent (5% of C&F price of material supplied) shall be released after i) submission of certificate of submission of all the final documents for the package) duly certified by Engineering Department of Purchaser and ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package to Customer/BHEL, if applicable, as per Order/ Contract.</p> <p>Note: If the Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract is not conducted up to 36 months from supply completion for reasons not attributable to the vendor, then last 5% security deposit will be released on submission of certificate of all final documents for the package (as per Annexure IX (A)), duly certified by Engineering Department of Purchaser. However, PBG for contract shall be released only after completion of contractual obligations.</p>	<p>9.2.2 FOREIGN VENDORS</p> <p>No change. Final documents, if applicable as per NIT.</p> <p>Note: If the Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package, if applicable, as per Order/ Contract is not conducted up to 36 months from supply completion for reasons not attributable to the Supplier, then last 5% Performance Security will be released on submission of Bank Guarantee of equivalent amount which shall be valid for 12 months. This bank guarantee will be in addition to Contract Performance Security for 5% of the contract value (excluding taxes, duties, PVC and freight).</p>

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	<p>9.3 <u>SUPPLY PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR SCOPE)</u></p> <p>9.3.1 <u>INDIAN VENDORS</u></p> <p>Payment of basic price of materials supplied, as per PO/ approved billing schedule, along with freight, taxes and duties (as applicable), shall be paid against receipt of material (receipted LR) at site on pro-rata basis. 15% of basic price of materials supplied will be retained as security deposit which will be released on pro – rata basis as details below</p> <p>i. Five percent (5% of basic price of materials supplied) will be released on pro-rata basis after submission of Material Receipt Certificate (MRC) from project site engineer of Owner/ Purchaser.</p> <p>ii. Ten percent (10% of basic price of materials supplied) shall be released after i) submission of certificate of submission of all the final documents for the package (as per Annexure IX & IX(A)), duly certified by Engineering Department of Purchaser and ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package to Customer/BHEL, if applicable, as per Order/ Contract.</p> <p>9.3.2 <u>FOREIGN VENDORS</u></p> <p>Payment of C&F price of materials supplied, as per approved billing schedule, shall be paid against Bill of lading/ AWB on pro-rata basis. 15 % of C&F price of materials supplied will be retained as security deposit, which will be released on pro – rata basis, as below</p> <p>i. Five percent (5% of C&F price of material supplied) shall be released after submission of Material Receipt Certificate (MRC) from project</p>	<p>9.3 <u>SUPPLY PAYMENT FOR PEM TURNKEY PACKAGES (E&C IN SUPPLIER'S SCOPE)</u></p> <p>9.3.1 <u>INDIAN VENDORS</u></p> <p>No change. Final documents, if applicable as per NIT.</p> <p>9.3.2 <u>FOREIGN VENDORS</u></p> <p>No change. Final documents, if applicable as per NIT.</p>

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	<p>site engineer of Owner/ Purchaser or Physical Verification Report (PVR) issued by site, in case of free supply to customer.</p> <p>ii.Ten percent (10% of C&F price of material supplied) shall be released after i) submission of certificate of submission of all the final documents for the package (as per Annexure IX & IX(A)), duly certified by Engineering Department of Purchaser and ii) successful completion of Performance Guarantee (PG)/ Demonstration Test and handing over of the system/ package to Customer/BHEL, if applicable, as per Order/ Contract.</p> <p>9.4 <u>ERECTION & COMMISSIONING PAYMENT FOR TURNKEY PACKAGES (E&C IN VENDOR SCOPE)</u></p> <p>9.4.1 Eighty percent (80%) payment on pro-rata basis for the work completed, as per approved billing schedule, shall be released by Site authorities/ Region on submission of protocols, duly signed by BHEL Site/ Owner.</p> <p>9.4.2 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful commissioning of the complete system/ package.</p> <p>9.4.3 Ten percent (10%) of the total value shall be released by Site authorities/ Region on successful completion of PG/ Demonstration test(s) and handing over system/ package to the Customer/BHEL, as applicable.</p> <p>Note: (for clause 9.3 & 9.4) If the Performance Guarantee/ Demonstration Test and Handing over system/package to the customer/BHEL, as applicable, is not conducted up to 24 months from E&C completion for reasons not attributable to the vendor, then last 10% payment under clause 9.3.1.-ii, 9.3.2.-ii & 9.4.3 will be</p>	<p>9.4 <u>ERECTION & COMMISSIONING PAYMENT FOR PEM TURNKEY PACKAGES (E&C IN SUPPLIER'S SCOPE)</u></p> <p>No change.</p> <p>Note: If the Performance Guarantee/ Demonstration Test and Handing over system/package to the customer/BHEL, as applicable, is not conducted up to 24 months from E&C completion for reasons not attributable to the Supplier, then last 10% payment under clause 9.3.1.-ii, 9.3.2.-ii & 9.4.3 will be released against additional Bank Guarantee of an equivalent amount, valid for 12 months, provided other conditions of clause 9.3.1 (ii), 9.3.2 (ii) & 9.4.3 are complied with. This bank guarantee will be in addition to Contract</p>

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	<p>released against Bank Guarantee of an equivalent amount, valid for 12 months, provided other conditions of clause 9.3.1 (ii), 9.3.2 (ii) & 9.4.3 are complied with. This bank guarantee will be in addition to Contract Performance Bank Guarantee for 5% of the contract value (excluding taxes, duties and freight).</p> <p>9.5 <u>PAYMENT OF SERVICE(S) CHARGES: DEMONSTRATION CHARGES, PG TEST, INSTALLATION CHECK, SUPERVISION OF ERECTION / COMMISSIONING CHARGES, ENGINEERING CHARGES, O&M, STUDY, CALIBRATION CHARGES, TYPE TEST, AMC, etc.</u></p> <p>100% payment shall be released after successful completion of the activity on pro rata basis, on Site certification/ certification by engineering as applicable. Payment of O&M and AMC on quarterly basis after completion of each activity or as specified in NIT, on Site certification/ certification by engineering as applicable.</p> <p>Note – For Turnkey Packages (E&C in vendor scope), wherein if Engineering Charges is identified as separate line item in NIT BOQ, same shall not be more than 2% of Total Contract Value (including Main Supply, E&C, Mandatory Spares, etc.) excluding freight & GST, failing which the break-up of prices shall be adjusted accordingly for ordering.</p>	<p>Performance Bank Guarantee for 5% of the contract value (excluding taxes, duties, PVC and freight).</p> <p>9.5 <u>PAYMENT OF SERVICE(S) CHARGES: DEMONSTRATION CHARGES, PG TEST, INSTALLATION CHECK, SUPERVISION OF ERECTION / COMMISSIONING CHARGES, ENGINEERING CHARGES, O&M, STUDY, CALIBRATION CHARGES, TYPE TEST, AMC, ETC.)</u></p> <p>No change.</p> <p>Note - If Engineering Charges is identified as separate line item in NIT BOQ, same shall not be more than 5% of the Total Contract Value (including Main Supply, E&C, Mandatory Spares, etc.) excluding freight & GST, failing which the break-up of prices shall be adjusted accordingly for ordering.</p>
9.6 of GCTC	<p><u>Release of Payment</u></p> <p>Vendors shall submit billing documents for payment directly to BHEL. Payment will be released within 60 days after submission of complete documents as per clause no 9.7.2 - 9.7.5 below or as per order/ contract (45 days for vendors qualified and registered as Micro or Small as per MSMED Act).</p>	<p><u>Release of Payment:</u></p> <p>Suppliers shall submit billing documents for payment directly to BHEL. Payment will be released after submission of submission of complete documents as per clause no 9.7.2 - 9.7.4 below or as per order/ contract or as per the Order/Contract as per the following table:</p>

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	Notes: i. Vendors are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. In case PVC indices not available, vendors to submit PVC invoices on availability of applicable indices. ii. Payment terms for mandatory spares shall be as per clause 9.1. iii. Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of MRC payment. iv. Payment for supply for Foreign vendors will be released within 90 days from date of Bill of Lading/AWB against payment clause no 9.1.2, 9.2.2 and 9.3.2.	Type of Supplier	Payment Terms {within Number of Days (refer Note vii below)}
		Micro & Small Enterprises (MSEs)	45
		Medium Enterprises	60
		Non MSME	90
		Wherever ILC (Inward Letter of Credit) payment terms are being given in tenders	120
		Notes: i. Suppliers are required to issue Tax Invoice inclusive of PVC value (if applicable) wherever indices are available. In case PVC indices are not available, Suppliers to submit PVC invoices on availability of applicable indices. ii. Payment terms for Mandatory Spares shall be as per clause no. 9.1. iii. Any negative PVC, if not adjusted in earlier payments, will be adjusted at the time of release of MRC payment. iv. Payment for supply for Foreign vendors will be released within 90 days from date of Bill of Lading/AWB against payment clause no. 9.1.2, 9.2.2 and 9.3.2. Foreign Suppliers to submit original Bill of Lading/AWB to BHEL-PEM within 30 days of date of Bill of Lading/AWB. The delay (no. of days) in submission of original Bill of Lading/AWB to BHEL-PEM will be added to the no. of days for releasing payment. v. MRC Payment will be released within 30 days from date of Invoice/MRC, whichever is later. vi. Withheld payment shall be released within 30 days of from date of submission of commercial/supplementary Invoice after mutual agreement between Buyer & Supplier. vii. a) The date of Acceptance or Deemed Acceptance of Delivery of Goods or Rendering of Services, b) The date on which objection/ discrepancy, if any, is removed by the Supplier.	

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9.7 of GCTC	<p><u>9.7 DOCUMENTS TO BE SUBMITTED BY VENDOR</u></p> <p><u>9.7.1 FOR RECOGNITION OF DISPATCH</u></p> <p>Copy of the following documents by e-mail/ fax immediately on dispatch:</p> <ul style="list-style-type: none"> i. GST compliant invoice ii. LR for Indian Vendors (indicating Invoice No., no. of boxes, PTL (if applicable) etc.) / Bill of Lading or AWB for foreign vendor iii. Packing List: Must be indicating No. of boxes, Packing size, Gross weight and net weight of each package, Contents of the package with cross reference to BoM item code no. or item serial no. and Quantity of each item separately iv. Insurance Intimation to underwriter through email/fax v. Dispatch Clearance <p><u>9.7.2 A) FOR CLAIMING PAYMENTS (UNDER CLAUSE 9.1.1, 9.2.1, 9.3.1) (Original + 1 copy)</u></p> <ul style="list-style-type: none"> i. GST compliant invoice ii. PVC Calculation and copy of all applicable indices, if PVC applicable. iii. Receipted LR (signed & stamped) iv. Packing List: Must be indicating No. of boxes, Packing size, Gross weight and net weight of each package, Contents of the package with cross reference to BoM item code no. or item serial no. and Quantity of each item separately 	<p><u>9.7 DOCUMENTS TO BE SUBMITTED BY SUPPLIER</u></p> <p><u>9.7.1 FOR RECOGNITION OF DISPATCH</u></p> <p>No change</p> <p><u>9.7.2 A) FOR CLAIMING PAYMENTS (UNDER CLAUSE 9.1.1, 9.2.1, 9.3.1) (Original + 1 copy)</u></p> <p>No change</p>

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	<p>v. Guarantee Certificate</p> <p>vi. Duty drawback (if applicable) documents: As per applicable law</p> <p><u>B) FOR CLAIMING PAYMENTS (UNDER CLAUSE 9.1.2, 9.2.2, 9.3.2) (Original + 1 copy)</u></p> <p>i. Invoice</p> <p>ii. Bill of Lading or AWB</p> <p>iii. Packing List: Must be indicating No. of boxes, Packing size, Gross weight and net weight of each package, Contents of the package with cross reference to BoM item code no. or item serial no. and Quantity of each item separately</p> <p>iv. Guarantee Certificate</p> <p>v. COO - Certificate of Origin</p> <p><u>9.7.3 FOR CLAIMING MRC PAYMENT</u></p> <p>ii. Invoice for claiming MRC payment</p> <p>iii. Copy of MRC</p> <p><u>9.7.4 FOR CLAIMING PAYMENT FOR SERVICES (9.4 & 9.5)</u></p> <p>i. GST compliant invoice</p> <p>Respective documents as specified in clause 9.4 & 9.5.</p>	<p><u>B) FOR CLAIMING PAYMENTS (UNDER CLAUSE 9.1.2, 9.2.2, 9.3.2) (Original + 1 copy)</u></p> <p>No change</p> <p><u>9.7.3 FOR CLAIMING MRC PAYMENT</u></p> <p>No change</p> <p><u>9.7.4 FOR CLAIMING PAYMENT FOR SERVICES (9.4 & 9.5)</u></p> <p>No change</p>

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9.10 of GCTC	<p><u>MODE OF PAYMENT/ NON-PAYMENT OF INTEREST</u></p> <p>Payments shall be made directly to the Seller/ Contractor by E-transfer. Seller/ Contractor to provide necessary information for the same as per Annexure – VI.</p> <p>Note: Option of payment through TReDS is also available to MSME vendors.</p>	<p><u>MODE OF PAYMENT/ NON-PAYMENT OF INTEREST</u></p> <p>Payments shall be made directly to the Seller/ Supplier by E-transfer. Seller/ Supplier to provide necessary information for the same as per Annexure enclosed with NIT.</p> <p>Note: TReDS (Trade Receivables Discounting System) is an online platform that facilitates the financing of trade receivables for Micro, Small, and Medium Enterprises (MSMEs). PEM strongly advise all the MSME Suppliers to get themselves registered on TReDS platform (RXIL, Invoicemart & M1xchange presently) for faster payments.</p>
16 of GCTC	<p><u>DELIVERY FAILURE AND TERMINATION / LIQUIDATED DAMAGES</u></p> <p>16.1 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.</p> <p><u>16.2 DELAYED DELIVERY</u></p> <p>16.2.1 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.</p> <p>b) LD on service portion (demonstration charges, PG test, installation check, supervision of erection /</p>	<p><u>DELIVERY FAILURE AND TERMINATION/ LIQUIDATED DAMAGES</u></p> <p><u>16.1</u> 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.</p> <p><u>16.2</u> 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.</p> <p><u>16.3</u> 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 @ half (½) percent and GST thereon (as applicable), of the total Service portion contract price excluding GST per week or part thereof. However, total LD (Main Supply and Services) shall be limiting to 10% of cumulative total contract price (Main Supply + Services) excluding GST.</p>

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	<p>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.</p> <p>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.</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>16.4 LD on Mandatory Spares - Where delivery for Mandatory Spares is defined separately in the NIT, LD shall be applicable @ (half) ½ percent and GST thereon (as applicable), of the total Mandatory Spares portion contract price excluding GST per week or part thereof, limiting to 10% of total contract price of Mandatory Spares excluding GST.</p> <p>16.5 <u>For Turnkey packages (Supply and E&C in the Supplier's scope)-</u></p> <p>16.5.1 <u>LD on Main Supply</u> - 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>16.5.2 <u>LD on Erection & Commissioning</u> - 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. However, total LD (Main Supply and E&C) shall be limiting to 10% of cumulative total contract price (Main Supply + E&C) excluding GST.</p> <p>16.6 In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s).</p> <p>16.7 LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD as per clause 16. However, if receipted LR date for indigenous supply is beyond 30 days for FTL/ 45 days for PTL from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose irrespective of dispatch date. Import General Manifest (IGM)/Bill of entry date (whichever is earlier), for foreign supplies, is beyond 90 days from the date of Bill of Lading/AWB, such excess period shall be considered for LD purpose irrespective of dispatch date.</p>

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	<p>NOTE:</p> <ul style="list-style-type: none"> i. LR/RR date for indigenous supplies (Bill of Lading/AWB for Foreign supplies) shall be treated as the date of dispatch for levying LD as per clause 16. However, if receipted LR date for indigenous supply is beyond 30 days for FTL/ 45 days for PTL from the date of LR (PTL to be clearly mentioned in LR), such excess period shall be considered for LD purpose irrespective of dispatch date. Import General Manifest (IGM)/Bill of entry date (whichever is earlier), for foreign supplies, is beyond 90 days from the date of Bill of Lading/AWB, such excess period shall be considered for LD purpose irrespective of dispatch date. ii. In case of any amendment/ revision, LD shall be linked to the amended/ revised contract value and delivery date(s). iii. If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total order/ amended order value excluding GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD. iv. The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deductible without proof of actual loss or damage caused by such delay. 	<p>16.8 If Order/ Contract involves two or more Units/ Sets/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Stage wise and total LD amount shall be limited to 10% of total Order/ amended Order value excluding GST of delayed Unit/ Set/ Stage.</p> <p>16.9 If Order/ Contract involves two or more Units/ Sets/ Lots/ Stages, then Liquidated Damages shall be levied on order/ contract value excluding GST of the delayed Unit/ Set/ Lot/ Stage, provided delivery stipulated in the Order/ Contract is Unit/ Set/ Lot/Stage wise, however total LD amount shall be limited to 10% of total order/ amended order value excluding GST of delayed Unit/ Set/ Lot/Stage. Any subsequent lot released (not envisaged in original contract) due to increase in quantity within permissible quantity variation shall be treated as separate lot for the purpose of LD.</p> <p>16.10 The sum specified above is not a penalty but a genuine pre-estimate of the loss/ damage which will be suffered by purchaser on account of delay on the part of the Contractor/Seller and the said amount will be deductible without proof of actual loss or damage caused by such delay.</p> <p>16.11 Seller/ Contractor shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled in case of Breach of Contract.</p>

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Cl. No.		Proposed Clause (Blue – Addition, Red strike through – Deletion)
	<p>16.2.2 Purchaser reserves the right to purchase from elsewhere on account of and at the risk and cost of Seller/ Contractor, with notice to Seller/ Contractor, the plant/ equipment/ stores due for delivery but not so delivered, or their equivalent without cancelling the Order/ Contract in respect of plant/ equipment/ stores not yet due for delivery. The manner and method of such purchase shall be at the discretion of the Purchaser.</p> <p>16.2.3 Purchaser reserves the right to cancel the Order/ Contract or a portion thereof for the plant/ equipment/ stores not so delivered at the risk and cost of the Seller/ Contractor and the Seller/ Contractor shall be liable to the Purchaser for any excess cost thereof.</p> <p>16.2.4 Seller/ Contractor shall continue performance of the Order/ Contract, under all circumstances, to the extent not cancelled.</p>	<p>Clause no. 16.2.2 & 16.2.3 Deleted</p> <p><u>TERMS & CONDITIONS FOR DELIVERY FAILURE AND TERMINATION/ LIQUIDATED DAMAGES SHALL BE APPLICABLE AS PER CLAUSE NO. 16.1 TO 16.11 OR AS PER TERMS & CONDITIONS OF NIT.</u></p>
45	New as per discussion held on 08.10.24	<p><u>DELIVERY SCHEDULE & CONTRACT VALIDITY</u></p> <p>As per NIT.</p>
46	New Clause	<p><u>Conflict of Interest among Bidders/ Sellers/ Suppliers/ Agents</u></p> <p>A bidder shall not have conflict of interest with other bidders. Such conflict of interest can lead to anti-competitive practices to the detriment of Procuring Entity's interests. The Bidder found to have a conflict of interest shall be disqualified. A bidder may be considered to have a conflict of interest with one or more parties in this bidding process, if:</p> <ul style="list-style-type: none"> a) they have controlling partner (s) in common; or b) they receive or have received any direct or indirect subsidy/ financial stake from any of them; or c) they have the same legal representative/agent for purposes of this bid; or

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		<p>d) they have relationship with each other, directly or through common third parties, <u>that puts them in a position to have access to information about or influence on the bid of another Bidder; or</u></p> <p>e) Bidder participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all bids in which the parties are involved. <u>However, this does not limit the inclusion of the components/ sub-assembly/ Assemblies from. one bidding manufacturer in more than one bid; or</u></p> <p>f) In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer. There can be only one bid from the following:</p> <ol style="list-style-type: none"> 1. The principal manufacturer directly or through one Indian agent on his behalf; and 2. Indian/foreign agent on behalf of only one principal; <p style="text-align: center;">or</p> <p>g) A Bidder or any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the contract that is the subject of the Bid; or</p> <p>h) In case of a holding company having more than one independently manufacturing units, or more than one unit having common business ownership/management, only one unit should quote. Similar restrictions would apply to closely related sister companies. Bidders must proactively declare such sister/ common business/ management units in same/ similar line of business.</p>