

CORRIGENDUM – 1

TO

GENERAL CONDITIONS OF CONTRACTS

GCC – BOP (Rev No. 00)

wef 14/08/2024



BHARAT HEAVY ELECTRICALS LIMITED

GCC BOP Cl. No.	Existing clause	Read as
Clause no 16.1 of GENERAL COMMERCIAL TERMS & CONDITIONS (Page 15 of 31)	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 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 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 31)	a) 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.	a) LD on mandatory spares - Purchaser reserves the right to recover from the Seller/ Contractor, as agreed liquidated damages if dispatch/delivery of the mandatory spares 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 of the total contract price (mandatory spares) per week or part thereof, limited of ten (10) percent of the total contract price (mandatory spares) excluding GST.
Clause no 16.2.1 (b) of GENERAL COMMERCIAL TERMS & CONDITIONS (Page 16 of 31)	(b) LD on Supply and E&C- 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 deducted from supply payment for delay in supply. LD on Mandatory spares shall be dealt as per clause (a) above.	(b1) LD on 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 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. (b2) LD on E&C - 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 of the total contract price (supply+ E&C) per week or part thereof, limited to ten (10) percent of the total contract price (supply + E&C) excluding GST. However, total LD for delay in supply and E&C shall be limited to 10% of total contract price (supply + E&C) excluding GST.

GCC BOP Cl. No.	Existing clause	Read as
Clause no 16.2.1 (c) of GENERAL COMMERCIAL TERMS & CONDITIONS (Page 16 of 31)	c) LD on service portion (PG test, 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.	c) LD on service portion (PG test, O&M, AMC, etc.) where delivery for services are defined separately in the NIT. LD shall be applicable @ ½ percent of the total service portion contract value per week or part thereof limited to ten (10) percent of the total contract value of service portion excluding GST.
NOTE of clause no. 16.0 of GENERAL COMMERCIAL TERMS & CONDITIONS (Page 16 of 31)	(i) Liquidated Damages will not be deducted from supply payment for delay in supply.	Stands deleted