

| Clause No. |                               |      | GENERAL CONDITIONS OF CONTRACT (GCC)   |
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|            |                               | 19.3 | For items or parts of the Facilities not specified in Appendix 5 (List of Approved Subcontractors) to the Contract Agreement, the Contractor may employ such Subcontractors as it may select, at its discretion.   |
|            |                               | 19.4 | <p>The Contractor shall not be allowed to sub-contract works to any subcontractor/ sub-vendor from a country which shares a land border with India unless such sub-contractor is registered with the competent Authority.</p> <p>The Competent Authority for the purpose of registration shall be as mentioned in the relevant Annexure of SCC.</p> <p>However, the said requirement of registration will not apply to subcontractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. The Contractor may apprise itself of the updated lists of such countries available in the website of the Ministry of External Affairs.</p> <p>Procurement of raw material, components, etc. does not constitute subcontracting.</p>  |
|            |                               | 19.5 | <p>For the purpose of Integrity Pact, "Sub-contractor" shall mean only the approved Sub-contractor(s) by the Employer for specific Work(s) at Site.</p> <p>The Contractor shall not be allowed to sub-contract Work(s) to any sub-contractor listed in Appendix 5 (List of Approved Sub-contractors) or for which approval by Employer is required, as per GCC sub-clause 19.1, unless such sub-contractor has agreed to abide by and sign the Tripartite Integrity Pact as in the section 'Forms &amp; Procedures' of the bidding document, before start of work by respective sub-contractor.</p> <p>Tripartite Integrity Pact as in the section "Forms and Procedures" of the bidding documents, shall be signed by the Project Manager or his authorized representative, Contractor &amp; Sub-contractor and the original copy of the same shall be submitted by Contractor to NTPC Project Manager, prior to commencement of work by Sub-contractor. This Tripartite Integrity Pact shall also form part of the Contract.</p> |
| 20.        | <b>Design And Engineering</b> |      |  |
|            |                               | 20.1 | <p><b>Specifications and Drawings</b></p> <p>20.1.1 The Contractor shall execute the basic and detailed design and the engineering work in compliance with the provisions of the Contract, or where not so specified, in accordance with good engineering practice.</p>  |

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|            |  |      | <p>The Contractor shall be responsible for any discrepancies, errors or omissions in the specifications, drawings and other technical documents that it has prepared, whether such specifications, drawings and other documents have been approved by the Project Manager or not, provided that such discrepancies, errors or omissions are not because of inaccurate information furnished in writing to the Contractor by or on behalf of the Employer.</p> <p>20.1.2 The Contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designated by or on behalf of the Employer, by giving a notice of such disclaimer to the Project Manager.</p>  |
|            |  | 20.2 | <p><b>Codes and Standards</b></p> <p>Wherever references are made in the Contract to codes and standards in accordance with which the Contract shall be executed, the edition or the revised version of such codes and standards current at the date fifteen (15) days prior to deadline set for price bid submission shall apply unless otherwise specified. During Contract execution, any changes in such codes and standards shall be applied after approval by the Employer and shall be treated in accordance with GCC Clause 39 (Changes Originating from Contractor).</p>  |
|            |  | 20.3 | <p><b>Approval/Review of Technical Documents by Project Manager</b></p> <p>20.3.1 The Contractor shall prepare (or cause its Subcontractors to prepare) and furnish to the Project Manager the documents listed in Appendix 7 (List of Documents for Approval or Review) to the Contract Agreement for its approval or review as specified and as in accordance with the requirements of GCC Sub-Clause 18.2 (Program of Performance).</p> <p>Any part of the Facilities covered by or related to the documents to be approved by the Project Manager shall be executed only after the Project Manager's approval thereof.</p> <p>GCC Sub-Clauses 20.3.2 through 20.3.7 shall apply to those documents requiring the Project Manager's approval, but not to those furnished to the Project Manager for its review only.</p> <p>20.3.2 Within twenty one (21) days after receipt by the Project Manager of any document requiring the Project Manager's approval in accordance with GCC Sub-Clause 20.3.1, the Project Manager shall either return one copy thereof to the Contractor with its approval endorsed thereon or shall notify the Contractor in writing of its disapproval thereof</p> |

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|            |  |  | <p>and the reasons therefor and the modifications that the Project Manager proposes.</p> <p>20.3.3 The Project Manager shall not disapprove any document, except on the grounds that the document does not comply with some specified provision of the Contract or that it is contrary to good engineering practice.</p> <p>20.3.4 If the Project Manager disapproves the document, the Contractor shall modify the document and resubmit it for the Project Manager's approval in accordance with GCC Sub-Clause 20.3.2. If the Project Manager approves the document subject to modification(s), the Contractor shall make the required modification(s), and upon resubmission with the required modifications the document shall be deemed to have been approved.</p> <p>The procedure for submission of the documents by the Contractor and their approval by the Project Manager shall be discussed and finalised with the Contractor.</p> <p>20.3.5 If any dispute or difference occurs between the Employer and the Contractor in connection with or arising out of the disapproval by the Project Manager of any document and/or any modification(s) thereto that cannot be settled between the parties within a reasonable period, then such dispute or difference may be referred to <u>Expert Settlement Council (ESC)</u> for determination in accordance with GCC Sub-Clause <b>6.4.1</b> hereof. If such dispute or difference is referred to <u>ESC</u>, the Project Manager shall give instructions as to whether and if so, how, performance of the Contract is to proceed. The Contractor shall proceed with the Contract in accordance with the Project Manager's instructions, provided that if the <u>ESC</u> upholds the Contractor's view on the dispute and if the Employer has not given notice under GCC Sub-Clause <b>6.5.1</b> hereof, then the Contractor shall be reimbursed by the Employer for any additional costs incurred by reason of such instructions and shall be relieved of such responsibility or liability in connection with the dispute and the execution of the instructions as the <u>ESC</u> shall decide, and the Time for Completion shall be extended accordingly.</p> <p>20.3.6 The Project Manager's approval, with or without modification of the document furnished by the Contractor, shall not relieve the Contractor of any responsibility or liability imposed upon it by any provisions of the Contract except to the extent that any subsequent failure results from modifications required by the Project Manager.</p> <p>20.3.7 The Contractor shall not depart from any approved document unless the Contractor has first submitted to the Project Manager an amended document and obtained the</p> |