

Clause No.		GENERAL CONDITIONS OF CONTRACT (GCC)	
		<ol style="list-style-type: none"> 1. The joint recordings in "Hindrance Register" and "Weekly Review Register". 2. Records of Technical Coordination Meetings. 3. Records of Contract Review meetings. 4. Written notices issued by the "Project Manager" or his authorized representative to Contractor in the relevant period. 	
41. Suspension			
	41.1	<p>The Employer/ Project Manager may, by notice to the Contractor, order the Contractor to suspend performance of any or all of its obligations under the Contract. Such notice shall specify the obligation of which performance is to be suspended, the effective date of the suspension and the reasons therefor. The Contractor shall thereupon suspend performance of such obligation (except those obligations necessary for the care or preservation of the Facilities) until ordered in writing to resume such performance by the Project Manager/ Employer.</p> <p>If, by virtue of a suspension order given by the Project Manager/Employer, other than by reason of the Contractor's default or breach of the Contract, the Contractor's performance of any of its obligations is suspended for an aggregate period of more than ninety (90) days, then at any time thereafter and provided that at that time such performance is still suspended, the Contractor may give a notice to the Project Manager requiring that the Employer shall, within twenty-eight (28) days of receipt of the notice, order the resumption of such performance or request and subsequently order a change in accordance with GCC Clause 39 (Change in the Facilities), excluding the performance of the suspended obligations from the Contract.</p> <p>If the Employer fails to do so within such period, the Contractor may, by a further notice to the Project Manager, elect to treat the suspension, where it affects a part only of the Facilities, as a deletion of such part in accordance with GCC Clause 39 (Change in the Facilities) or, where it affects the whole of the Facilities, as termination of the Contract under GCC Sub-Clause 42.1 (Termination for Employer's Convenience).</p>	
	41.2	<p>If</p> <p>(a) the Employer has failed to pay the Contractor any sum due under the Contract within the specified period, has failed to approve any invoice or supporting documents without just cause pursuant to Appendix 1 (Terms and Procedures of Payment) to the Contract Agreement, or commits a substantial breach of the Contract, the Contractor may give a notice to the Employer that requires payment of such sum, requires approval of such invoice or supporting documents,</p>	

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		<p>or specifies the breach and requires the Employer to remedy the same, as the case may be. If the Employer fails to pay such sum, fails to approve such invoice or supporting documents or give its reasons for withholding such approval, or fails to remedy the breach or take steps to remedy the breach within fourteen (14) days after receipt of the Contractor's notice or</p> <p>(b) the Contractor is unable to carry out any of its obligations under the Contract for any reason attributable to the Employer, including but not limited to the Employer's failure to provide possession of or access to the Site or other areas in accordance with GCC Sub-Clause 10.2, or failure to obtain any governmental permit necessary for the execution and/or completion of the Facilities;</p> <p>then the Contractor may by fourteen (14) days' notice to the Employer suspend performance of all or any of its obligations under the Contract, or reduce the rate of progress.</p>
	41.3	<p>If the Contractor's performance of its obligations is suspended or the rate of progress is reduced pursuant to this GCC Clause 41, then the Time for Completion shall be extended in accordance with GCC Sub-Clause 40.1, and any and all additional costs or expenses incurred by the Contractor as a result of such suspension or reduction shall be paid by the Employer to the Contractor in addition to the Contract Price, except in the case of suspension order or reduction in the rate of progress by reason of the Contractor's default or breach of the Contract.</p> <p>The Bank Guarantee Charges and Insurance Charges for the extended period shall be reimbursed at actuals based on the written request of Contractor.</p> <p>The reimbursement of BG charges shall be made on the basis of documentary evidence submitted by the Contractor (such as debit advice of Bank) along with a Certificate from the issuing Bank, as per the format enclosed in Section-VII (Forms & Procedures).</p> <p>Further, the reimbursement of Insurance charges shall also be made on the basis of documentary evidence submitted by the Contractor. In addition, the Contractor should obtain Insurance Policy directly from the Insurance Company and not through Brokers.</p> <p>The aforesaid reimbursement of Bank Guarantee Charges and Insurance Charges shall be inclusive of GST</p>
	41.4	During the period of suspension, the Contractor shall not remove from the Site any Plant and Equipment, any part of the Facilities or any Contractor's Equipment, without the prior written consent of the Employer.

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