

Clause No.		GENERAL CONDITIONS OF CONTRACT (GCC)	
		<p>Contractor shall be under no liability whatsoever and howsoever arising, and whether under the Contract or at law, in respect of defects in the Facilities or any part thereof, the Plant and Equipment, design or engineering or work executed that appear after Completion of the Facilities or any part thereof, except where such defects are the result of the gross negligence, fraud, criminal or wilful action of the Contractor.</p>	
		<p>27.10 In addition, the Contractor shall also provide an extended warranty for any such component of the Facilities and during the period of time as may be specified in the SCC. Such obligation shall be in addition to the defect liability specified under GCC Sub-Clause 27.2.</p>	
28. <b>Functional Guarantees</b>			
	28.1	<p>The Contractor guarantees that during the Guarantee Test, the Facilities and all parts thereof shall attain the Functional Guarantees specified in Appendix 8 (Functional Guarantees) to the Contract Agreement, subject to and upon the conditions therein specified.</p>	
	28.2	<p>If, for reasons attributable to the Contractor, the guaranteed level of the Functional Guarantees specified in Appendix 8 (Functional Guarantees) to the Contract Agreement are not met either in whole or in part, the Contractor shall, within a mutually agreed time, at its cost and expense make such changes, modifications and/or additions to the Plant or any part thereof as may be necessary to meet such Guarantees. The Contractor shall notify the Employer upon completion of the necessary changes, modifications and/or additions, and shall seek the Employer's consent to repeat the Guarantee Test. If the specified Functional Guarantees are not established even during the repeat of the Guarantee Test, the Employer may at its option, either</p> <ul style="list-style-type: none"> <li>(a) Reject the Equipment and recover the payments already made, or</li> <li>(b) Terminate the Contract pursuant to GCC Sub-Clause 42.2.2 and recover the payments already made, or</li> <li>(c) Accept the equipment after levy of liquidated damages in accordance with the provisions specified in Appendix-8 (Functional Guarantees) to the Contract Agreement.</li> </ul>	
	28.3	<p>In case the Employer exercises its option to accept the equipment after levy of liquidated damages, the payment of liquidated damages under GCC Sub-Clause 28.2, up to the limitation of liability specified in the Technical Specifications/Appendix-8 (Functional Guarantees) to the Contract Agreement, shall completely satisfy the Contractor's guarantees under GCC Sub-Clause 28.2, and the Contractor shall have no further liability whatsoever to the Employer in respect thereof. Upon the payment of such liquidated damages by the Contractor, the Project Manager shall issue the Operational Acceptance Certificate for the Facilities</p>	

SECTION-IV (GCC)	Carbonated Fly Ash Brick (C-Brick) Plant of 2 Lakh per Day Capacity at NTPC Ramagundam ; BIDDING DOCUMENT NO.: CS-3100-702-9	PAGE 70 OF 104
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