

Clause No.		GENERAL CONDITIONS OF CONTRACT (GCC)	
		occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.	
	37.3	The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed. The Time for Completion shall be extended in accordance with GCC Clause 40 (Extension of Time for Completion).	
	37.4	The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract under GCC Sub-Clauses 37.6 and 38.5.	
	37.5	<p>No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall</p> <ul style="list-style-type: none"> (a) constitute a default or breach of the Contract (b) (subject to GCC Sub-Clauses 32.2, 38.3 and 38.4) give rise to any claim for damages or additional cost or expense occasioned thereby <p>if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.</p>	
	37.6	If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than sixty (60) days or an aggregate period of more than one hundred and twenty (120) days on account of one or more events of Force Majeure during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution, failing which the dispute shall be resolved in accordance with GCC Clause 6.	
	37.7	Notwithstanding GCC Sub-Clause 37.5, Force Majeure shall not apply to any obligation of the Employer to make payments to the Contractor herein.	
38.	War Risks		
	38.1	<p>"War Risks" shall mean any of the following events occurring or existing in or near the country (or countries) where the Site is located:</p> <ul style="list-style-type: none"> (a) war, hostilities or warlike operations (whether a state of war is declared or not), invasion, act of foreign enemy and civil war 	

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 81 OF 104
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		<p>(b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts, and</p> <p>(c) any explosion or impact of any mine, bomb, shell, grenade or other projectile, missile, munitions or explosive of war.</p>
	38.2	<p>Notwithstanding anything contained in the Contract, the Contractor shall have no liability whatsoever for or with respect to</p> <p>(a) destruction of or damage to Facilities, Plant & Equipment, or any part thereof</p> <p>(b) destruction of or damage to property of the Employer or any third party</p> <p>(c) injury or loss of life</p> <p>if such destruction, damage, injury or loss of life is caused by any War Risks, and the Employer shall indemnify and hold the Contractor harmless from and against any and all claims, liabilities, actions, lawsuits, damages, costs, charges or expenses arising in consequence of or in connection with the same.</p>
	38.3	<p>If the Facilities or any Plant and Equipment or Contractor's Equipment or any other property of the Contractor used or intended to be used for the purposes of the Facilities shall sustain destruction or damage by reason of any War Risks, the Employer shall pay the Contractor for</p> <p>(a) any part of the Facilities or the Plant and Equipment so destroyed or damaged (to the extent not already paid for by the Employer)</p> <p>(b) replacing or making good any Contractor's Equipment or other property of the Contractor so destroyed or damaged so far as may be required by the Employer, and as may be necessary for completion of the Facilities,</p> <p>(c) replacing or making good any such destruction or damage to the Facilities or the Plant and Equipment or any part thereof.</p> <p>If the Employer does not require the Contractor to replace or make good any such destruction or damage to the Facilities, the Employer shall either request a change in accordance with GCC Clause 39 (Change in the Facilities), excluding the performance of that part of the Facilities thereby destroyed or damaged or, where the loss, destruction or damage affects a substantial part of the Facilities, shall terminate the Contract, pursuant to GCC Sub-Clause 42.1 (Termination for Employer's Convenience).</p>
	38.4	Notwithstanding anything contained in the Contract, the Employer shall pay the Contractor for any increased costs or incidentals to