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11. Performance Guarantee Tests on the equipments / systems not covered in this chapter shall be carried out as per the procedure / test code specified in respective detailed specifications.

06.01.02 Acceptance of Guarantee Test Results AND Category wise Guarantees

If equipment / system fail to meet the guarantees during the performance guarantee test, all necessary modifications and / or replacements shall be carried out by the successful Bidder (Contractor) without any extra cost to the Owner so that the equipment / system comply with the guaranteed requirements. After such modifications and / or replacements, the Bidder shall conduct the Performance Guarantee Test(s) once again with Owner's consent within one month from the date the equipment is ready for retest.

However, even after modifications and / or replacements, if the specified performance guarantee(s) are still not met but are achieved within the acceptable shortfall limit specified in Clause 06.02.02 of this chapter, Owner will accept the equipment / system / plant after levying Liquidated Damager (L.D.) as per Clause 06.02.02.

If however, the demonstrated guarantee(s) continue to be more than the stipulated Acceptable Shortfall Limit, even after the above modifications / replacements within 90 days or a reasonable period allowed by the Owner, after the tests have been completed, the Owner will have the right to either of the following:

- a. to reject the equipment / system / plant and recover from the Bidder the payments already made

OR

to accept the equipment / system / plant after levying Liquidated Damages (L.D.) for shortfall in performance as specified in Clause 06.02.02 of this chapter. **(Category – I Guarantees).** The L.D. shall be prorated for the fractional parts of the deficiencies.

- b. To reject the equipment / system / plant and recover from the Bidder the payments already made. **(Category – II Guarantees).** Conformance to the performance requirement under Category – II is mandatory.

- c. to reject the equipment / system / plant and recover from the Bidder the payments already made

OR

Accept the equipment / system after assessing the deficiency in respect of the various ratings, performance parameters and capabilities and recover from the contract price an amount equivalent to the damages as determined by the Owner. Amount towards such damages shall, however be limited to the cost of replacement of the equipment(s) / system(s), replacement of which shall remove the deficiency so as to achieve the guaranteed performance. **(Category - III**

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Guarantees)

06.02.00 GUARANTEES UNDER CATEGORY – I

06.02.01 The performance guarantees which attract Liquidated damages (LD) are as follows:

a) Unit Heat Rate:

- (i) Unit Heat Rate in kCal/kWh under rated steam conditions at 77 mm Hg (abs) condenser pressure with Zero make up at 250 MW unit load (i.e 100% TMCR).
- (ii) Unit Heat Rate in kCal/kWh under rated steam conditions at 77 mm Hg (abs) condenser pressure with Zero make up at 262.5 MW unit load (i.e 105% TMCR).

Unit Heat Rate shall be calculated as per Clause 06.02.06.

b) TG Output:

Continuous TG output of 262.5 MW unit load (i.e. 105% TMCR) under rated steam conditions at 77 mm Hg (abs) condenser pressure with Zero make up.

c) Condenser Pressure:

Condenser Pressure in mm Hg (abs) measured at 300 mm above the top row of condenser tubes under VWO conditions, 3% make up at Wet Bulb Temperature (WBT) and Relative Humidity (RH) for cooling tower as specified elsewhere..

NOTE: The condenser pressure measurement while conducting the guarantee tests a), b) and c) above shall be measured 300 mm above the top row of condenser tubes.

d) Steam Generating Capacity of the Steam Generator:

Steam Generating Capacity of the Steam Generator tonnes/hour of steam at 100% BMCR at rated steam parameters at super heater outlet and rated steam temperature at reheater outlet (with any combination of mills working as per Owner's choice) while the coal being fired from within the range specified in firing design coal as specified in Vol.IIA.

e) Coal Mills (Pulveriser) Wear Parts Warranty:

Life of coal pulveriser wear parts, in hours of operation, for the entire range of coal characteristics specified in Volume – IIA. (To be demonstrated as per Clause 06.02.05 of this chapter).

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