



MINERAL EXPLORATION CORPORATION LIMITED

(A Government of India Enterprise)

A MINI RATNA-I COMPANY

Dr. Babasaheb Ambedkar Bhawan

High Land Drive Road, Seminary Hills, Nagpur- 440006 (Maharashtra)

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EOI NO. CD/ 365/ Drilling Work/ 2019

Special Terms and Conditions (STC)

General Terms and Conditions and Special Conditions

of Contract (GTC & SCC)

OF

EXPRESSION OF INTEREST FOR

EMPANELMENT OF COMPANY/FIRM/AGENCY FOR DRILLING WORK

FOR VARIOUS MINERALS

IN DIFFERENT STATES OF INDIA AND OVERSEAS

MINERAL EXPLORATION CORPORATION LIMITED

(A Government of India Enterprise)



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**DEFINITIONS AND INTERPRETATION**

The following terms shall have the meaning assigned hereunder except where the context otherwise requires.

1. **“MECL/Company/Owner”** shall mean Mineral Exploration Corporation Limited, A Government of India Enterprise having registered office at Dr. Babasaheb Ambedkar Bhavan, High Land Drive Road, Seminary Hills, Nagpur, including its successors and assignees or its authorized representatives. Company shall also mean the Owner wherever the context requires.
2. **“Applicant”** shall mean the Agency/Firm/Co-operative/Party/Company whether incorporated or not who submits the EOI for the works with a view to execute the works on contract with the MECL and shall include their personal representatives, successors and permitted assignees.
3. **“Contractor”** shall mean the successful Bidder or the Agency/Firm/Co-operative/Party/Company whether incorporated or not who enters in to the contract with MECL to execute the works and shall include their executors, administrators, successors and permitted assignees.
4. **“Contract”** shall mean and include the Agreement of Work Order, the accepted Schedule of Rates, the General Terms & Conditions of the contract, the Special Terms & Conditions of the contract and the Specifications, the EOI Forms, if any.
5. **“Project Manager/Officer-In-Charge”** means a person as may be designated or authorized by MECL for the purpose of the contract and in direct charge of the works to be executed in accordance with the contract.
6. **“Works”** shall mean the works to be executed in accordance with the contract.
7. **“Temporary Works”** shall mean all the temporary works of every kind required for the execution, completion and/or maintenance of the works.
8. **“Site”** shall mean the lands and other places on, under, in or through which the works are to be carried out and any other lands or places provided by the company for the purpose of the contract.
9. **“Contract Value”** shall mean the total sum arrived at based on the individual quoted rates or accepted rates, if any by the Tender for the various items shown in the Bill of Quantities of the Tender document and as accepted by the company.



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10. **“Completion”** means the completion of the entire scope of work as per specifications herein specified and to the required standard and complete satisfaction of the Project Manager/Officer-In Charge of MECL.

11. **“Completion Certificate”** shall mean the certificate to be issued by the company when the entire work has been completed as per scope of work, specifications, terms & conditions of the contract and to the satisfaction of the Project Manager/Officer-In Charge of MECL.

12. **“Period of Maintenance”** shall mean the specified period of maintenance of works from the date of execution and completion of the work.

13. **Last date of submission :** Shall mean the last date of receipt of documents (fresh as well as additional, as and if demanded by the Company) by BD& Commercial Division of the Company at their CHQ, Nagpur.

**SPECIAL TERMS AND CONDITIONS OF EOI**

- 1.0** The location of boreholes shall be shown by MECL indicating the order of priority. Approach road making and site preparation and land/ crop compensation, if any, shall be done by the Contractor, at his own cost.
- 2.0** Acquiring/hiring land required for drill site and other allied operations as well as compensation for crops/ to land owner shall be the responsibility of the bidder and at his own cost.
- 3.0** The arrangement of the Drinking water, drilling water and mobilization of resources at each borehole site shall be the responsibility of Contractor.
- 4.0** Core recovery should be minimum 90% in mineralised zone and 75% in other formations or as specified in LTE (except in case of structurally disturbed, complex formation, sheared zone, fractured formation, soil, weathered mantle, fault zone as certified by MECL geologist). In case the desired core recovery is not achieved the bore hole has to be re-drilled for corresponding part to achieve the desired core recovery at the cost of Contractor.
- 5.0** Officials of MECL and other officers of MoM, NMET etc. shall visit the drill site for technical supervision and performing other relevant duties.
- 6.0** MECL's representatives shall log the boreholes geologically and geophysically. Hence, Contractor shall keep close co-ordination with MECL's representatives and cooperate with them and the boreholes shall be made available for geophysical logging. No stand by charges will be given for the purpose.
- 7.0** Deviation test if required, is to be carried out in borehole as per the directive of MECL to ascertain the angle/verticality/azimuth of the borehole.
- 8.0** Providing assistance for core logging and collection of samples as per the guideline/instruction of the MECL Geologist in-charge at the site shall be done by the contractor.
- 9.0** The quantities /Meterage proposed in the Limited Tender Enquiry shall be indicative and may vary depending upon exploration results and ground conditions. In case, the quantum of work gets reduced even beyond the quantity indicated in LTE, on

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account of above, the payment shall be made for executed work only and no other claim/compensation shall be entertained.

- 10.0** Any dispute arising out, while performing the work shall be mutually settled between Contractor and MECL. In any case, the decision of CMD, MECL shall be final and binding on both the parties.
- 11.0** Borehole Cores should be preserved in good quality polythene bags.
- 12.0** The Contractor shall provide his own equipments, experts, facilities and resources at his own cost etc. for carrying out the awarded work.
- 13.0** Accommodation, site office: Contractor shall make his own arrangement for accommodation/site office/ store etc. He shall deploy all supervisory & operation personnel and pay as per Contract Labour norms. MECL shall not carry any responsibility for the personnel deployed by the bidder.
- 14.0** The Contractor shall maintain close co-ordination and co-operation with MECL's representative during the execution of work.
- 15.0** The Contractor shall submit daily progress of work to the Project Manager designated by MECL at the project site.
- 16.0** The Contractor shall ensure that the awarded work is carried out as per the relevant specifications.
- 17.0** MECL shall not be responsible for jamming of string in boreholes/or accessories lost in the boreholes and loss of time due to fishing operation.
- 18.0** The contractor shall ensure the proper conduct of the persons deployed by him for maintaining harmonious relationship with the local people.
- 19.0** The Contractor shall submit the monthly progress report to the HOD (Exploration)& HOD (BD & Commercial), MECL, CHQ, Nagpur in the format given at the time of issue of work order.
- 20.0** Time is essence of the contract and hence the bidder shall execute the assignment as per the entire scope of work and the time schedule.
- 21.0** In order to ensure proper co-ordination the Contractor will nominate one authorized representative and communicate the name, address and contact number to MECL at the time of signing the agreement.



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22.0 In case MECL desires to carry out any activities in connection with the drilling operation which are not specifically included in the scope of work, the rates for such activities will be mutually decided as and when required on need basis

23.0 Should there be a decision to terminate the borehole before the targeted depth; the payment shall be made for actual meterage drilled or as specified in the LTE.

24.0 The contractor shall inform the site in-charge of MECL in writing clearly indicating the stores/rods/casings/fishing-tools left in the borehole(s) after successful completion/ abandoning of the borehole.

25.0 Integrity Pact: MECL as one of its endeavor to enable mutual trust and co-operation with venders/ contractors as a part of ethical business conduct, has decided to adopt the integrity pact to ensure that all activities and transactions between the Company (MECL) and its counterparties (Bidders, Contractors, Vendors, Suppliers, Service Providers/ Consultants etc.) are handled in a fair and transparent manner, completely free of corruption.

All the bidders shall enter into an integrity pact (to be executed on plain paper) with MECL at the time of submission of bids. Successful empanelled bidder shall submit duly executed Integrity Pact on Non-Judicial stamp paper of Rs. 500/- prior to signing of contract agreement/ supply order to the employer. Bidder is required to sign the Integrity Pact with MECL as per format which will be supplied to the successful bidder and terms and conditions enclosed with the EOI and submit the same along with technical bid. In case a bidder does not sign the integrity pact and submit along with the bid, his bid shall be rejected.

26.0 Independent External Monitor (IEM)

The following Independent External Monitor (IEM) has been appointed by MECL, in terms of Integrity Pact (IP) which forms part of MECL EOIs/Contracts valuing one crore and above

Shri M.A.V Goutham

A-101, Majestic Heights

Behind Hill Road,

Gandhi Nagar, Nagpur- 440010



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Mob: 9890305716

Res: 0712 2221864

- 27.0** On award of work, the successful empanelled bidder should provide the name, designation, e-mail and contact number (Mobile No.) of the Authorized representative/Supervisor deputed to execute the job to MECL.



GENERAL TERMS & CONDITIONS AND SPECIAL CONDITIONS OF CONTRACT:

- 1.0 Assignment and Sub-letting:** The contractor shall not assign or sub-let the contract or any part thereof, or any benefit or interest therein or there under, without the prior written consent of the Mineral Exploration Corporation Limited.
- 2.0 Tender fee / Earnest Money Deposit (EMD)/Security Deposit:**
- a) Earnest Money for Tendering should be 1% (One Percent) of estimated value subject to a maximum of Rs 100 lakhs.
 - b) EMD as per NIT shall have to be deposited along with tender by Demand Draft / pay order of any Nationalized/Scheduled Bank in favour of “Mineral Exploration Corporation Limited” payable at Nagpur or any other method as indicated in the Tender Document.
 - c) Security Deposit shall consist of two parts:
 - 1) **Performance Security:** Performance Security shall be 5% of tendered/contract value and shall be submitted within 15 days from the date of Letter of Intent by the successful Tender in the form of Bank Guarantee. The Bank Guarantee should be for the period of 90 days beyond the contract/ extension of time period in case of time over run.
 - 2) **Retention Money/Security Deposit:** Retention Money/Security Deposit shall be deducted at 5% from running bills as per cost to cost. The contractor’s Performance Security deposited in the form of Bank Guarantee shall be duly discharged and returned to the Contractor after 90 days from the date of completion of work or as stipulated into SSC and the retention money shall be refunded within 30 days from the issue of completion certificate.
 - d) EMD/SD/Performance Security shall not bear any interest.
 - e) The EMD shall be forfeited, if
 - 1) The bidder withdraws the Bid after Bid opening during the period of Bid validity; or



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- 2) If the successful Bidder fails to fulfill the following conditions within the stipulated time.
 - i) Sign the Agreement ; and /or
 - ii) Furnish the required Performance Security/Security Deposit.

- f) EMD of the unsuccessful Tenders shall become refundable. The unsuccessful Bidder for this purpose means the Bidders who have not emerged as HIGHEST SCORER/LOWEST BIDDER, as the case may be.

3.0 General Obligations: Contractor's General Responsibilities

- a) The contractors shall, subject to the provisions of the Contract, and with due care and diligence, execute and maintain the works and provide experienced manpower having sound knowledge of tendered work.
- b) The contractor shall take full responsibility for total stability and safety of all site operations and methods of execution of job as per the applicable laws and rules. The Contractor shall maintain a record as specified in the tender.
- c) The Contractor shall maintain the full confidentiality of all the information/data/reports etc. as provided by the Company, both in oral and written form as well as those of the Documents/Reports of the proposed work under the contract. And nothing will be communicated to the Third party without written consent of the Company failing which contract is likely to be terminated and security deposit shall be forfeited.

4.0 Contract Agreement: The contractor shall when called upon so to do, enter into and execute a Contract Agreement to be prepared and completed at the cost of the Contractor, in the form annexed to the work order within fifteen days from the Letter of Acceptance.

5.0 Work to be executed to the Satisfaction of MECL: The Contractor shall execute and maintain the work in strict accordance with the Contract to the satisfaction of the MECL .The contractor shall comply with and adhere strictly to MECL's instructions and directions on any matter whether mentioned in the contract or not, touching or concerning the works. In case the company is not satisfied with the performance of the Contractor in terms of the quality and quantity, the company



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reserves the rights to terminate the contract without assigning any reason and without giving any notice. Contractor will have no claim of compensation whatsoever.

6.0 Damage to persons or and property: The contractor shall indemnify MECL against all losses and claims in respect of injuries or damage to any person or material or physical damage to any property whatsoever may arise out of or in consequence of the execution and maintenance of the works and against all claims, proceedings, damages, costs, charges and expenses in respect of or in relation thereto.

7.0 Engagement of Labour staff: The contractor shall make his own arrangements for the engagement of all labour and staff, local or otherwise, provisions for the transport, housing, feeding and payment thereof and no claim for medical aid to engaged persons or any incidental charges will be entertained. The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the works against the same.

8.0 Third Party Insurance:

- a) Before commencing the execution of the works the Contractors, without limiting his obligations and responsibilities as per the Tender document, shall adequately insure against his liability for any material or physical damage, loss or injury which may occur to any property, including that of the MECL, or to any person, including any employee of the MECL, by or arising out of the execution of the works or in carrying out of the contract.
- b) **Provision to Indemnify MECL:** The terms shall include a provision whereby, in the event of any claim in respect of which the Contractor would be entitled to receive indemnify under the policy being brought or made against the MECL. The insurer will indemnify the MECL against such claims and any costs, charges and expenses in respect thereof.

9.0 Accident or Injury to Workmen:

- a) MECL shall not be liable for or in respect of any damages or compensation payable at law in respect of or in consequence of any accident or injury to any



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engaged persons in the employment of the Contractor. The Contractor shall indemnify and keep indemnified MECL against all such damages and compensation, save and except as aforesaid and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

- b) **Insurance against Accident etc. to Workmen:** The Contractor shall insure against such liability with an insurer approved by MECL, of which approval shall not be unreasonably withheld, and shall continue such insurance during the whole of the time that any persons are employed by him on the works and shall, when required, produce to MECL or MECL's Representative such policy of insurance and receipt of the payment of the current premium.

10.0 Compliance with Statutes, Regulations, etc.:

- a) The contractor shall conform in all respects with the provisions of any statute, Ordinance or Law as aforesaid and the regulations or bylaws of any local or other duly constituted authority which may be applicable to the works and with such rules and regulations of public bodies and companies as aforesaid and shall keep MECL indemnified against all penalties and liabilities of every kind for breach of any such Statute, Ordinance or Law regulations or bylaws.
- b) The contractor shall have to fulfill the provisions of labour laws, P.F. Act and rules, Contract Labour (Regulations and Abolition) Act 1970 pertaining to employment of labour and other statutory in force from time to time. The selected Tender will be required to be registered with concerned ALC (C) for the employment/engagement of workers. The Contractor shall indemnify MECL against any claims compensations, damages, loss, penalty etc. for breach and/or non-fulfillment of the existing rules and regulations and legal provisions as well as the rules and regulations in force from time to time and applicable to the work covered in the contract.
- c) The Contractor shall obtain the necessary licenses required under contract Labour (Regulation & Abolition) Act 1970, before commencement of the work, if applicable.



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11.0 Contractor to Keep Site Clear: During the progress of the work, the Contractor shall keep the Site reasonably free from all unnecessary obstructions and shall store or dispose of any equipment and surplus materials and clear away and remove from the Site any wreckage, rubbish or Temporary works no longer required.

12.0 Clearance of Site on Completion: On the completion of the work, the Contractor shall clear away and remove from the Site all Equipment's, surplus materials, rubbish and Temporary works of every kind, and leave the whole of the Site and works clean and in a workmanlike condition to the satisfaction of MECL.

13.0 Return required to be filed by Contractor: The Contractor will file all returns pertaining to engagement of Labours & Equipments on time as per requirement of MECL, to MECL's Representative, or at MECL's office, in prescribed format at required intervals, indicating the supervisory staff and the categories of labours employed from time to time by the Contractor at the Site.

14.0 Commencement of Works: The Contractor shall make available necessary resources for commencement of the awarded work at the work site within the stipulated time period as indicated in the Work Order (WO).

15.0 Time for completion:

- a) Subject to any requirement in the Contract as to complete any section of the contract before completion of the work, the whole of the contract shall be completed within the period as specified in the scope of contract.
- b) If the contractor without valid reason, commits default in commencing the execution of the contract within the time stipulated in tender document, MECL shall without prejudice to any other right or remedy, be at liberty, by giving 15 days' notice in writing to the contractor to commence execution of the contract, failing which to forfeit the Earnest Money Deposit.
- c) MECL, if satisfied that the contract can be completed by the contractor within a reasonable time after the specified time of completion, may allow further



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extension of time at its discretion with or without the levy of Liquidated Damages.

- d) If, MECL is not satisfied with the execution of the contract work in such case, it requires to be rectified & completed by the contractor within the stipulated time period. In the event of failure on the part of the contractor to complete the contract within the extended time period allowed, then the contract shall be entitled without prejudice or any other right or remedy to cancel the contract.

16.0 Rate of Progress: Performance of the contractor will be judged as per the stipulated conditions in the Tender/Work Order. For any conditions beyond control of contractor or Force Majeure Contractor shall be provided extension of time, as per the Tender's/ Work order's conditions. If the rate of progress of the assigned work(s) or any section/ part of the work, lagging behind the time schedule as notified for the activities, then MECL shall notify the Contractor in writing and Contractor shall thereupon required to take immediate steps for the improvement of the work in progress as prescribed.

17.0 Risk Purchase: In case of any breach on the part of contractor or if the contractor is unable to execute the required quantity of work as per the terms and conditions of the contract, MECL may call risk tender and work shall be done through 3rd party at the cost and risk of the initial contractor.

18.0 Liquidated Damages for Delay: If the Contractor fails to achieve progress or fails to complete the work as per schedule of work order, the Contractor shall pay Liquidated Damages as specified in the tender work order. Any delay on part of MECL to provide adequate technical support, which is beyond the control of the contractor shall be jointly recorded and certified by the Project Manager/Site-in-Charge. (For such delay no liquidated damage shall be deducted.) However, MECL will also be at the liberty to deduct the applicable Liquidated Damages from the security deposit or from any sum due or to become due hereunder, or under any other contract with Contractor or may otherwise recover from Contractor all sums that may become due to MECL by virtue of any of the terms thereof.

- a) MECL may, without prejudice to any other method of recovery, deduct the amount of such damages from any amount in its hands, due or which may



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become due to the Contractor from his obligation to complete the contract work, or from any other of his obligation and liabilities under the contract.

- b) Nothing in paragraph (a) shall prevent MECL from exercising its right of termination of contract under clause 26.00 of the tender hereof and associated clauses there under and MECL shall be entitled, in the event of exercising its said right of termination after the date of final completion of the work to liquidated damages as aforesaid for the intervening period in addition to any other amount as may be due consequent to a termination under clause 26.00 hereof.

19.0 Contractor's Risk and Cost: Despite warnings by MECL, if the contractor sublet any part of the contract, then MECL may give Seven days' notice in writing to the Contractor to complete the contract work by itself. In case of failure, the work may be completed by MECL at the cost and risk of the initial Contractor.

20.0 Certification of Completion of Works: When the whole contract work has been completed, the Contractor may give a notice to that effect to MECL's representative accompanied by an undertaking to finish any outstanding work, such notice and undertaking shall be in writing and shall be deemed to be a request by the Contractor for MECL to issue a Certificate of completion stating the date on which, in its opinion, the contract work had been completed in accordance with the terms & conditions of the contract or give opinion, requires to be done by the Contractor of any defects in the works affecting substantial completion that may have appeared therein after commencement of the works. The Contractor shall be entitled to receive such certificate of completion within 30 days of completion of contract work so specified to the satisfaction of MECL and making good any defects so notified.

21.0 Removal of Plant etc.: Upon completion of the works the Contractor shall remove all the said equipment from the site, immediately.

22.0 Terms of Payment:

22.1 The Contractor shall submit bills as per terms and conditions of the Work Order for executed work duly certified by MECL's representative for payment. MECL's site



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- representative or any authorized person as per tender shall certify the quality and quantity of the claims and forward the bill to the concerned Head of Division/OIC (Civil) for further approval/ payment.
- 22.2** Payments shall be made by the MECL Head Quarter, Nagpur, after receiving the bills duly approved by Head of the Division. All such payments would be made by Mineral Exploration Corporation Limited after deducting Income tax, other statutory Taxes and Levies as applicable and Security Deposit as per tender document.
- 23.0 Security deposit:** shall be released on successful completion of the contract work in all respect and on issue of final certification from MECL as stipulated in the SCC.
- 24.0 Taxes on payment to Contractor:** Income Tax and other taxes, if any, which may be due, shall be to the account of contractor. MECL shall make recoveries from payments as per the statutory requirements, and as in force from time to time, and provide the Contractor with certificates of recoveries and remittances on this account
- 25.0 Cancellation of Tender:** MECL reserves the right to cancel the Tender without reasoning and the Participant(s) claim will not be entertained by MECL.
- 26.0 Termination:** If MECL considers that the performance of the contractor is unsatisfactory, it shall give contractor written notice mentioning the causes of its dissatisfaction and to correct the deficiencies within specific time period (7 days or 15 days etc.) failing which MECL shall have the right to terminate the contract and award the contract work to third party and the cost incurred by MECL shall be recovered from contractor.
- 27.0 Arbitration:** In the event of any dispute or difference arising out of or relating to, under or in respect of this contract between the parties the same shall be referred, at the written request of either party, to the Board of three Arbitrators comprising one nominee each of MECL and Contractor and the third to be appointed by the two arbitrators by mutual agreement in writing before entering upon the reference. Such arbitration shall be subject to and in accordance with the provisions of the Indian

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Arbitration and Conciliation Act 1996 (No.26 of 1996) and the Rules made there under and any statutory modification or re-enactment thereof. The venue of arbitration proceedings shall be Nagpur, Maharashtra, India. Any Arbitration award made in such arbitration proceedings shall be final and binding on the parties and shall be enforceable in any court of competent jurisdiction. The Arbitrators shall give a reasoned and speaking award. During the course of arbitration proceedings, the parties hereto shall continue to execute their respective obligations hereunder except the obligations in respect of such matters as are referred to arbitration.

28.0 Force Majeure: Neither of the parties hereto shall be considered in default in performance of the obligations under this contract if such performance is prevented or delayed by events such as war, including civil war (whether declared or not), civil commotion, extremist's/terrorist's activities, insurgency, hostilities, revolution, riots, strike, lockout, conflagration, epidemics, accidents, fire, flood, draught, earth-quake or because of the act of God or caused beyond the reasonable control of the party affected provided notice in writing is given within 15 days, within the shortest possible period by MECL to Contractor and vice-a-versa.

Soon after the cause of majeure has been removed, the party whose ability to perform its obligation has been affected, shall notify the other party of such cessation and of the actual delay occurred in such affected activity adducing necessary evidence in support thereof. From the date of occurrence of a case of Force Majeure, the obligation of the party affected shall be suspended during the continuance of any inability so caused until the cause itself and inability resulting there from have been removed and the agreed time of completion of the respective obligation under this contract shall stand extended by a period equal to the period of delay occasioned by such events.

Should one or both parties remain prevented from fulfilling the obligations by a state of Force Majeure lasting for a period of more than one month, the two parties shall consult each other and decide on the future execution of the contract.

The contract shall be governed by and construed according to the laws in force in India and subject to exclusive jurisdiction of the court of Nagpur only. Any

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legal issue arising out of this contract shall be subject to jurisdiction of Nagpur court only

29.0 Service of Notices on Contractor: All certificates, notices or written orders to be given by MECL to the Contractor under the terms of the contract shall be served by sending by post or delivering the same to the Contractor's principal place of business, or at such other address as the Contractor shall inform for this purpose.

30.0 Service of Notices on MECL: All notices to be given to the MECL under the terms of the contract shall be served by sending by post or delivering the same through concerned HoD/Project Manager/ OIC to the address given in tender document.

31.0 Change of Address: Any change in address by either party shall have to be intimated to other party immediately within a shortest possible time but not more than seven days.

32.0 Quotation of rates: The rates shall be quoted as per format of Price Bid. The Schedule provided in these bidding documents shall be used without exception. The rates should be inclusive of all taxes and levies, as applicable in the state.

33.0 Responsibilities of MECL and Contractor:

Sl. No.	Item(s)	Responsibility
1	Resources for execution of work i.e. man power, equipment, machineries and materials etc.	Contractor
2	Accommodation including water & electricity Medical facilities to their employees	Contractor
3	Providing necessary information data, plan, location for execution of the work	MECL

**34.0 Special Conditions of Contract:**

- a) The special conditions of Contract (SCC) for any tender is specific to that tender only. This may be common to all tenders. However, if similar tenders are invited at the same time many provisions of the SCC may be common. The SCC has to be formulated specifically as per the requirement of the work.
- b) All contract documents and contract drawings are intended to be read together and are complimentary to each other.
- c) Many a times people confuse about the priorities of the different provisions of the contract like GCC, SCC, BOQ, drawing and specifications. If conflicts between documents, comprising the contract arises, the following shall prevail in the order stipulated.
- d) Schedule of rates/Bill of Quantity.
- e) Technical specifications.
- f) Tender Drawings (if required).
- g) Special conditions of contract
- h) General condition of contract.
- i) Between two issues of the same documents, the documents revised or re-issued on a later date shall prevail.
- j) All specifications, contract drawings and other documents shall be interpreted in conformity with the tender conditions of the contract as supplemented by and modified by the special conditions of the contract.
- k) When a lump-sum price for the work is stipulated in the award of work, the quantities stipulated in the schedule of items (if any) shall be disregarded, while preparing the agreement. The contractor shall perform all the work as envisaged in the agreement, including the specifications and contract drawings and the contractor shall be paid only amount of lump-sum price in consideration thereof.
- l) A schedule of item may sometime be required for release of running payment. For any revision of rate of a particular item(s), specially required for the execution/completion of work which may be + 30% shall be considered on mutual agreement based on the prevailing market rate.



