



THE SINGARENI COLLIERIES COMPANY LIMITED
(A Government Company)
Kothagudem Collieries – 507 101

CORRIGENDUM

Online Tenders have been invited **through e-Procurement** for the following work:

Sl. No	NIT no. & Name of the work	Estimated Cost		Earnest Money at the time of bidding	Period of completion
1	CRP/CVL/COR/TN-28/2021-22, dt.10.07.2021 Supplying, laying and jointing of 250 mm dia DI pipe line (Length: 2,250 M (approx.)) for supply of water from Hemachandrapuram filter bed to Hill tank near Central workshop at Kothagudem. Bhadradi Kothagudem Dist. T.S.	Part –A:	5,344.00	Rs. 65,000/-	SIX Months from the date of Mark-out.
		Part –B:	17,72,842.00		
		Part-C:	Rate Column blank		

The Corrigendums for the above work have been published through e-Procurement and for details, please visit <https://tender.telangana.gov.in>.

I. Tender schedule clauses are changed as follows:

S. N o.	Tender schedule Clause	EXISTING CLAUSES	MODIFIED CLAUSES
1.	Clause no. 22 CEMENT AND STEEL (a) (v) P.no.13 of tender schedule specifications	It is absolute responsibility of the contractor to use the entire cement & steel drawn for the work for which it is intended and balance unused cement & steel, if any shall be returned to SCCL Area Stores. Any misuse of cement & steel by the Contractor in the transit from SCCL Area Stores to work site/ cement godown or pilferage of cement & steel from the godown entails not only recovering the cost of materials from the bills of contractors, and also debarring of contractor in participating of tenders in SCCL.	It is absolute responsibility of the contractor to use the cement & steel as per the requirement of works whether it is issued by SCCL or procured by contractor. After completion of the work, the balance cement & steel, if any shall be returned to SCCL stores, if issued by SCCL. If the material is procured by the contractor, the balance material shall be taken away by him with permission of SCCL. Any misuse of cement & steel by the Contractor in the transit from SCCL Area Stores to work site/ cement godown or pilferage of cement & steel from the godown (whether the material are supplied by SCCL or procured by the contractor from market) entails not only penal recoveries given below, but also debarring of contractor in participating of tenders in SCCL including Unit Rate System tenders for a period of two years. Penal recovery at 2 times of invoice rate, if material is not recovered / not useful. Penal recovery at one time of invoice rate, if material is recovered in useful condition.

S. N o.	Tender schedule Clause	EXISTING CLAUSES	MODIFIED CLAUSES
2.	Clause no. 20 Settlement of disputes P.no.32 of tender schedule general conditions of contract	<p>Arbitration: Normally all disputes should be settled by negotiations between the Company and the concerned parties.</p> <p>(i) In case any dispute/ difference is not settled through negotiations, the respective parties can seek remedy by Arbitration by invoking the same within 120 days of raising of dispute. No dispute shall be referred to civil Courts other than through Arbitration.</p> <p>In case of any dispute Sole Arbitrator shall be appointed from the list of 3 judicial officers maintained by SCCL duly following the provisions of Arbitration and conciliation act 1996 as amended from time to time. The list of such names shall be forwarded to the party as and when the party requests for resolving the dispute. Such Judicial Officer as chosen by the party will be appointed by the Chairman & Managing Director to adjudicate the dispute as a Sole Arbitrator. The Arbitrator so appointed shall conduct the proceedings in accordance with the Arbitration & Conciliation Act, 1996 as amended from time to time and pass a reasoned award. Both the parties should bear the cost of the arbitration equally.</p> <p>(ii) If the Sole Arbitrator appointed by the Chairman & Managing Director of the Singareni Collieries Company Limited is unable to continue as an Arbitrator for any reasons to be recorded in writing and the Chairman & Managing Director of Singareni Collieries Company Limited thinks fit for appointment of a new Arbitrator in the place of existing Arbitrator, he is having a power to do so. Such new Arbitrator shall be appointed following the same procedure as contemplated in (a) above.</p> <p>(iii) As and when such new Arbitrator is appointed, he can either continue the arbitration proceedings from the stage where the earlier Arbitrator discontinued his proceedings or alternatively the new Arbitrator may start proceedings de novo if the circumstances warrant him to do so.</p> <p>(iv) Failing to invoke Arbitration</p>	<p>A) Dispute resolution:</p> <p>i) Any dispute, difference or controversy of whatever nature howsoever arising under or out of, or in relation, to Purchase Order / Contract / Agreement (including its interpretation) as to breach or termination of this contract or as to any claim in toto, in equity or pursuant to any statute ("Dispute") between the parties, and so notified, in writing by either party to the other party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in clause no.B.</p> <p>ii) The parties agree to use their best efforts for resolving all disputes arising under or in respect of purchase order / Contract / Agreement promptly, equitably and in good faith, and further agree to provide each other non-privileged records, information and data pertaining to any dispute.</p> <p>B) Conciliation</p> <p>i) In the event of any dispute or difference arising directly or indirectly out of Purchase Order / Contract / Agreements or otherwise, the parties undertake to use all reasonable endeavour to resolve such disputes amicably. In this regard, if the dispute is raised by the contractor, he shall make a request in writing to SCCL for settlement of such disputes/ claims within 30 (thirty) days of arising of the cause of dispute/ claim failing which no disputes/ claims of the Contractor shall be entertained by SCCL.</p> <p>ii) If the disputes cannot be settled amicably. The disputes shall be taken for civil court as provided in clause C below.</p> <p>C) Civil Court</p> <p>i) In the event of any question, dispute or difference arising under the terms and conditions or interpretation of the terms of, or in connection with Purchase Order / Contract / Agreement (except as to any matter the decision of which is specially provided for by these conditions), or the performance of any of the obligations of SCCL and the successful bidder hereunder or referred to herein, including an issue or</p>

	<p>Clause within 120 days of dispute (from of date of the raising of the dispute), it is deemed that there is no dispute between the parties. No disputes shall be entertained in any form and on any matter pertaining to contract after expiry of 120 days of the period.</p> <p>(v) The expenses payable to the Sole Arbitrator shall be governed by the Arbitration & Conciliation Act, 1996 as amended from time to time and shall be borne equally by both parties to the dispute.</p>	<p>dispute as to breach or termination of the contract or as to any claim in toto, in equity or pursuant to any statute ("Dispute") is not settled through negotiations, the respective parties can seek remedy through 'CIVIL COURT' having competent pecuniary and territorial jurisdiction and not by Arbitration.</p> <p>ii) No dispute shall be referred to Arbitration other than civil courts. No dispute shall be entertained in any form and on any matter pertaining to contract except herein above mentioned.</p>
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II. Except the above, all other information in the Tender will remain unchanged.



General Manager (Civil)

Place: Kothagudem,
Date: 19-07-2021

Ref.No. CRP/CVL/COR/TN-28/2021-22/

dt.19.07.2021

CC to:

Director (Operations)

For information please.

Addl.G.M.(Civil):QC: RG region Hq:RG-I/ KGM region
Addl.G.M.(Civil): MNG/ RG-III
Dy.G.M.(Civil):QC: BPA region & STPP Hq:SRP/
Dy.G.M.(Civil): RG-I/RG-II/BHP/STPP/BPA/
SRP/MM/KGM Corp./KGM area
SE(Civil): YLD

Please arrange to exhibit the corrigendum on the notice board.