



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.	Tender Notice Number & Name of the work	Earnest Money at the time of bidding	Period of completion
1.	CRP/CVL/RG-I/TN-30/2021-22, dt.13.07.2021 Design, construction, testing, commissioning of 17 MLD Sewage Treatment Plant based on SBR Technology and allied works including comprehensive operation & maintenance for a period of one year (after successful trial run of 6 months) on EPC basis in SCCL township at RG I Area, Godavarikhani, Peddapalli Dist., Telangana State	Rs.21.00 lakhs	TWELVE MONTHS from the date of mark out for construction of STP.

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. No.	Tender schedule/ NIT Clause	EXISTING CLAUSE	AMENDED CLAUSE
1.	II. 5 (a), P.No.6 of tender schedule	Pre bid meeting with the intending bidders will be conducted through virtual mode from Head Office, Kothagudem Corporate on 22.07.2021. Intending bidders, who are desirous of participating in pre bid meeting, can obtain the link by contacting the following officers of SCCL.	Pre bid meeting with the intending bidders will be conducted through virtual mode from Head Office, Kothagudem Corporate on 22.07.2021 from 11-00 AM . Intending bidders, who are desirous of participating in pre bid meeting, can join the meeting with the following link . meet.google.com/mbi-nbfd-tas
2.	Clause no. 20 of general conditions of contract - Settlement of disputes P.no.48 of tender schedule	Arbitration: Normally all disputes should be settled by negotiations between the Company and the concerned parties. (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. 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	A) Dispute resolution: 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. 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. B) Conciliation 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

	<p>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 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>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 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: 20-07-2021

Ref.No. CRP/CVL/RG-I/TN-30/2021-22/ 1453

dt.20.07.2021

CC to:

Director (Operations)
GM:RG-I

For information please.

AGM(C): QC: KGM/RG Regions
 AGM(C): MNG/RG-III
 DGM(C): QC: BPA Region
 DGM(C): KGM CORP/KGM(A)/RG-I/RG-II/
 BHP/BPA/MM/SRP/Civil Ic:STPP
 S.E (C): YLD
 O.S. O/o GM(C)

Please arrange to exhibit the corrigendum on the notice board.