

**THE SINGARENI COLLIERIES COMPANY LIMITED**

(A Govt. Company)

Mandamarri Collieries (PO)-504231, Mancherla Dist.

TELANGANA STATE

Email: cvl_mmr@scclmines.com; website: www.scclmines.com.**Corrigendum****Online Tenders** have been invited through **e-Procurement platform** for following works

Tender Notice Number & Name of the work	Estimated Cost value (ECV) In Rs.		Earnest Money at the time of bidding	Period of completion	Class of Registration
<u>MMR/CVL/E-RKP/T-31/2021-22</u> Re-laying of existing C C platform with M: 30 grade concrete for approach road bits near GL bunkers 1 and 6 at RKP-CHP, Mandamarri area.	Part 'A'	3,37,500/-	Rs. 15,720	Three Month from the date of Mark-out	Class -III & above
	Part 'B'	12,34,498/-			
	Total	15,71,998/-			
<u>MMR/CVL/E-MM/T-32/2021-22</u> M & R works to B and NC type quarters at Mandamarri area for the year 2021-22.	Part 'A'	73,008/-	Rs. 15,490	Twelve Month from the date of Mark-out	Class -III & above
	Part 'B'	14,75,851/-			
	Total	15,48,859/-			
<u>MMR/CVL/E-MM/T-34/2021-22</u> Repairs to damaged sanitary lines (Phase-II) at Pranahitha Colony at Mandamarri area.	Part 'A'	1,08,517/-	Rs. 13,290	Six Month from the date of Mark-out	Class -III & above
	Part 'B'	12,20,324/-			
	Total	13,28,841			
<u>MMR/CVL/E-BPA/T-35/2021-22</u> Maintenance and Repair works to existing damaged/choked sanitary lines at Bellampalli Township for the year 2021-22 at Mandamarri area.	Part 'A'	66,692/-	Rs. 14,625	Twelve Month from the date of Mark-out	Class -III & above
	Part 'B'	13,95,529/-			
	Total	14,62,221/-			

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

General Condition Sl. No: 20 in the tender documents has been modified as furnished hereunder.

EXISTING Clause	MODIFIED CLAUSE
<p>Arbitration:</p> <p>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 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>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 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>

1. Except for the above, all other information in the Tender Notice will remain unchanged.

General Manager
Mandamarri area

Ref. No. MMR/CVL/ E-RKP/T-31/2021-22/	, Dt. .07.2021.
MMR/CVL/ E-MM/T-32/2021-22/	, Dt. .07.2021
MMR/CVL/ E-MM/T-34/2021-22/	, Dt. .07.2021
MMR/CVL/ E-BPA/T-35/2021-22/	, Dt. .07.2021

CC. to:

GM (Civil)
AGM(Civil):QC, HQ at RG-I
A.G.M. (C): MNG
A.G.M. (C): RG-III
Dy.G.M.(C):QC: BPA Regions & STPP
Dy.G.M.(C): KGM CORP/KGM(A)/RG-I/RG-II/
BHP/BPA/SRP/YLD
Ic Civil -STPP

S o to GM/M.M

A.G.M. (F&A)/MM Area

Along with a copy of the detailed tender notice for information please.

Please arrange to exhibit the tender notice on the notice board.