



भारत सरकार

GOVERNMENT OF INDIA

केन्द्रीय जल आयोग

CENTRAL WATER COMMISSION

सिक्किम अन्वेषण मंडल

SIKKIM INVESTIGATION DIVISION

तादोंग, गान्तोक (सिक्किम)

TADONG, GANGTOK (SIKKIM)-737102

Phone : 03592-231887 / 271059 Fax : 231887

Email : eesid-cwc@gov.in



CORRIGENDUM

The following additional material may be read as addendum to the clause(s) meant for **Signing of Contract Agreement and Chapter 2 General Instruction to Bidders** in the tender document **TENDER NO : SID/Gangtok/2021-22/02 Dated: 26th August 2021** for the work *"Construction of Musto Type Bench Mark (MTBM) and Installation of Gauge Post at different H.O. Sites"* under *Sikkim Investigation Division, CWC, Gangtok*.

Accordingly, the following clauses of the tender will be modified as :

Sl. No.	New / existing Clause No.	Modified Clause(s)
1	15 of NIT	<p>Signing of Contract Agreement: The successful Tenderer/Contractor on acceptance of his tender by the accepting authority of CWC shall deposit 3% of the tendered and accepted value of the work (without limit) as performance guarantee within 10 days of issue of the letter of acceptance as per para 21.1(1) & (2) of CPWD Manual.</p> <p>a. The 'Notice Inviting Tender', all the documents including 'General Conditions & Clauses of Contract', 'Special Terms & Conditions', 'Scope of Work & Specifications' forming the tender as issued at the time of invitation of tender and acceptance thereof together with all correspondence leading thereto.</p> <p>b. Standard CPWD Form-7/8: Item Rate Tenders & Contract for Works.</p> <p>c. General Conditions of Contract of CPWD 2014 (to be abide by the contractor)</p>
2	9 (i) of Chapter 1 - General Instruction to Bidders	<p>Bid Security Declaration :</p> <p>Bidder has to submit the Bid Securing Declaration as per proforma given in Chapter 12 along with the bid. In case</p> <p>A. A bidder withdraws its tender during the period of tender validity i.e. till the date of award of tender; or</p> <p>B. In case of a successful bidder, if the bidder fails;</p> <p>a. to sign the contract within 15(fifteen) days of the issuance of the notification for award of tender; or</p> <p>b. to furnish the specified performance security within time specified.</p>
3	23 of Chapter 1 - General Instruction to Bidders	<p>Force Majeure</p> <p>i. The Contractor shall not be liable for Forfeiture of performance security liquidated damages or termination for default if and to the extent that its delay in performance or other failure to performance the obligations under the Contract is the result of an event of Force Majeure.</p> <p>ii. For purposes of this Clause, "Force Majeure" means an event beyond the control of the Contractor and not involving the Contractor's fault or negligence and not foreseeable. Such events may include but are not restricted to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, epidemics, quarantine restrictions, and freight embargos.</p> <p>iii. If a Force Majeure situation arises, the Contractor shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless</p>

		<p>otherwise directed by the Purchaser in writing, the Contractor shall continue to performance its obligations under the contract as far as reasonably practical, and shall seek, all reasonable alternative means for performance not prevented by the force Majeure event.</p> <p>iv. If the damage occurs due to vandalism or theft of site as well as site shifting of stations will be covered under Force Majeure.</p> <p>v. For an instance of floods, Force Majeure shall be considered only in case the river level crosses the designated highest historically recorded Flood Level (HFL) for that site.</p>
--	--	---

Therefore, it should be noted that all the related clause(s) of the tender document, meant for Signing of Contract Agreement and Chapter 2 General Instruction to Bidders will be **treated as modified**, accordingly.

(Shashank Bhushan)
Executive Engineer

Copy for kind information to: -

1. Superintending Engineer, Investigation Circle, CWC, Gangtok.
2. Assistant Accounts Officer, SID, CWC, Gangtok.

Copy forwarded, with the request to display the corrigendum on the notice board for wide publicity, to: -

1. Sub – Divisional Engineer, ISD – I, CWC, Reshi, West Sikkim
2. Sub – Divisional Engineer, ISD – II, CWC, Pegong, North Sikkim
3. Notice Board, SID, CWC, Gangtok.
4. Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>)
5. Web Portal of Central Water Commission (<http://cwc.gov.in/tenders>)