

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LTD.

Corrigendum

Tender No. DFCCIL/Dy.CPM/TKD/3, Dated:-03.10.11

Name of work: ENGINEERING CONSTRUCTION SURVEY FOR FARIDABAD- TUGLAKABAD SECTION & ALLIED WORKS OF DEDICATED FREIGHT CORRIDOR FROM KM 0 TO KM 16 IN REWARI-DADRI SECTION ON WESTERN FREIGHT CORRIDOR UNDER DY.CPM/NOIDA.

Section-4, Para No.20, General Conditions of the Contract and Section-5, Para 5.14, **Special Conditions of the Contract may be read as under:**

(A) General Conditions of the Contract, Section-4, Para 20

PERFORMANCE GUARANTEE

- (i) Within 30 days from the date of issue of Letter of Acceptance from the employer/engineer the successful tenderer shall furnish to employer/engineer a **performance guarantee in the form of irrevocable bank guarantee amounting to 5% of original contract value** from any scheduled or nationalized bank of India in the Performa attached at Annexure-I
- (ii) A Penal interest of 15% Per annum shall be charged for delay in submission beyond 30 (thirty) days.
- (iii) Alternatively the firm can furnish the performance guarantee in the form of FDR from a scheduled or nationalized bank of India in favour of the employer i.e. DFCCIL.
- (iv) No payment under the contract will be made to the firm without receipt of performance guarantee from the firm
- (v) Failure of the successful tenderer to furnish the require performance guarantee within 60 days shall be a ground for annulment of the contract and forfeiture of earnest money.
- (vi) In case of termination of contract on account of failure of the contractor performance guarantee shall be encashed.
- (vii) In case the firm/contractor fails to extend the validity of performance guarantee as desired by the employer then the employer may encash the performance guarantee of the firm/contractor.

Release of performance guarantee:- The performance guarantee shall be released to the firm only after the physical completion of the work based on the completion certificate

(B) Special Conditions of the Contract, Section-5, Para 5.14

QUANTITY VARIATION

- (a) Rates quoted in the schedule of items shall be valid for a variation of the quantity up to maximum of (+,-) 25% for each item.
- (b) In case the increase in more than 25%, the rate for the varied quantity beyond 25% shall be 98% for variation between 25 to 40% and 96% between 40 to 50% and beyond 50% the rates will be negotiated. There will be no variation limit for reduction and accepted rate will only apply.

(viii) issued by competent authority stating that contractor has completed the work in all respects satisfactorily.