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Dedicated Freight Corridor Corporation of India Limited
(A Govt. Of India Undertaking)

NOIDA UNIT

TENDER DOCUMENT

FOR

**Providing and fixing of Barbed Wire Fencing on Indian
Railway Land by the side of Noida-Greater Noida
expressway in District Gautam Budh Nagar falling in
DFC Alignment of Rewari-Dadri Section under
CPM/ DFCCIL/NOIDA**

Tender Notice No. Noida Unit/DFCC/BWF/02/2014-15

DATE OF OPENING: 28-08-2014

Dedicated Freight Corridor Corporation of India Ltd.

CPM/DFCCIL, D-89, 1st Floor, Sector- 2, NOIDA

SECTION-1

(Top Sheet)

Tender Notice No.- DFCC/Noida/BWF/02/2014-2015

Chief Project Manager, DFCCIL/Noida (CPM/Noida), invites sealed tender in the prescribed format from eligible Agencies for **Providing and fixing of Barbed Wire Fencing on Indian Railway Land by the side of Noida-Greater Noida expressway in Gautam Budh Nagar District falling in DFC Alignment of Rewari-Dadri Section under CPM/ DFCCIL/NOIDA**, so as to reach DFCCIL at **D-89, 1st Floor, Sector-2 Noida -201301** on or before 28.08.2014 till 15:00 hrs. The approximate tender value is about Rs 16.01 Lakhs.

Tender document can be obtained from the office of CPM DFCCIL Noida Unit by paying a tender fee of Rs.2000/- (*Rupees Two Thousand Only*) in the form of DD, in favour of DFCCIL, payable at Delhi/Noida, between 11:00 Hours to 17:00 Hours on all working days (Monday to Friday) and the filled tender forms/documents, in sealed envelopes, can be deposited/dropped in the tender box kept in the CPM/Noida Office **D-89, 1st Floor, Sector-2 Noida -201301** up to 15:00 Hours, on or before 28.08.2014. Tender will be opened as per the following schedule:

S. No.	Tender No.	DFCC/Noida/BWF/02/2014-2015
1	Name of Work	Providing and fixing of Barbed Wire Fencing on Indian Railway Land by the side of Noida-Greater Noida expressway in Gautam Budh Nagar District falling in DFC Alignment of Rewari-Dadri Section under CPM/ DFCCIL/NOIDA
2	Estimated Cost of Work	Rs. 16.01 lacs (<i>Rs Sixteen point zero one lacs only</i>)
3	Completion Period	03 (Three) months
4	Cost of Tender Document	Rs 2000/- (<i>Two Thousand only</i>)
5	Availability of Tender Document	On or after 29.07.2014.
6	Type of Bid	Single Packet open Tender
7	Earnest Money	Rs.32,100/- (<i>Rs Thirty Two Thousand one Hundred only</i>)
8	Date and Time of submission of Tender	Up to 15:00 Hours of 28.08.2014.
9	Date and Time of opening of Tender	At 15:30 Hours of 28.08 .2014.
10	Validity of Offer	90 Days from the date of opening of tender
11	Authority and place for purchase/submission of tender document and address for Communication	Office of Chief Project Manager, DFCCIL, 1 st Floor, D-89, Sector 2, Noida- 201301 (Uttar Pradesh).

The tender document can also be downloaded from the DFCCIL official website (www.dfccil.org) and the same will be accepted along with the tender fee of Rs. 2000/- (*Rupees Two thousand only*) through a separate Demand Draft drawn on any nationalised/ scheduled bank, in favour of DFCCIL, payable at New Delhi/Noida.

**Dy Chief Project Manager
DFCCIL/Noida Unit**

Date:

SECTION-2

TENDER FORM (FIRST SHEET)

Tender No: Noida Unit/DFCC/BWF/02/2014-15

Name of Work: Providing and fixing of Barbed Wire Fencing on Indian Railway Land by the side of Noida-Greater Noida expressway in Gautam Budh Nagar District falling in DFC Alignment of Rewari-Dadri Section under CPM/DFCCIL/NOIDA

To

Dedicated Freight Corridor Corp. Of India,
Acting through the Chief Project Manager, DFCCIL, NOIDA

1. I/Wehave read the various conditions to tender attached here to and agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of **90 days** from the date fixed for opening the same and in default thereof, I/We will be liable for forfeiture of my/our "Earnest Money". I/We offer to do the work for DFCCIL at the rates quoted in the attached schedule and hereby bind myself/ourselves to complete the work in all respects **within 3 (three) months** from the date of issue of letter of acceptance of the tender.

2. I/We also hereby agree to abide by the General Conditions of contract-2007 corrected up to date of opening of Tender and to carry out the work according to the Special Conditions of Contract as laid down by DFCCIL in the annexed Special Condition/Specifications, Indian Railways Unified Standard Specifications of works & materials 2010 and Indian Railways Unified Standard Schedule of Rates 2010 corrected up to date of opening of Tender.

3. A sum of **Rs 32,100/-** is herewith forwarded as **Earnest Money**. The full value of the Earnest Money shall stand forfeited without prejudice to any other right or remedies in case my/our Tender is accepted and if:-
 - (a) I/We do not execute the contract documents **within seven days** after receipt of notice issued by the Railway that such documents are ready; and

 - (b) I/We do not commence the work **within ten days** after receipt of orders to that effect

 - (C) I/We withdraw the bid during the period of bid validity,

3. Until a formal agreement is prepared and executed, acceptance of this tender shall constitute a binding contract between us.

4. I/We have gone through conditions of tender and shall abide by them.

Signature of witnesses:

1.....

2.....

Signature of Tenderer/s

Date.....

Address of the tenderer/s.....

CHECK LIST

The following document should be submitted along with tender duly flagged.

S. No.	Documents submitted	Put '√' in the boxes
i)	Earnest Money and cost of tender document in the requisite form as per clause No- 2.5 of Section-3	
ii)	Duly filled up VENDOR MANDATE FORM as per Annexure-III	

Signature of Tenderer/s

SECTION-3

SPECIAL TENDER CONDITIONS AND INSTRUCTIONS TO TENDERER/S

1.0 DETAILS OF WORK.

Tenders are invited for the work: Providing and fixing of Barbed Wire Fencing on Indian Railway Land by the side of Noida-Greater Noida expressway in Gautam Budh Nagar District falling in DFC Alignment of Rewari-Dadri Section under CPM/DFCCIL/NOIDA

2.0 TENDER DOCUMENTS

2.1 SUBMISSION OF TENDERS.

2.1.1 The tender documents consist of

- (a) Section-1 (Top sheet)
- (b) Section-2 Tender Form (First Sheet) & Check List,
- (c) Section-3 Tender Form, Special Tender Conditions and Instructions to Tenderers.
- (d) Section-4 Special Conditions relating to site data and specifications.
- (e) Section-5 Schedule of Items, Rates, and Quantities and Annexure-I to IV.

These must be submitted together duly signed on each page as one set, failing which the **tender is liable to be rejected.**

2.1.2 Particulars and tender forms can be had from the office of Chief Project Manager, D-89, 1st Floor, Sector-2, NOIDA (GB Nagar) UP 201301 **on submission of demand draft of Rs. 2000/- in favour of DFCCIL payable at Noida/N.Delhi (Rs. Two Thousand) per set as its cost on any working day from 1100 hours to 1700 hours.** The cost of the tender documents is non refundable and tender document is not transferable. Request for tender must accompany demand draft of required cost as mentioned above in favour of DFCCIL, New Delhi/Noida.

2.1.3 Tender documents are also available on DFCCIL web site i.e. **www.dfccil.org** and the same can be downloaded and used as tender document for submitting the offer. This facility is available free of cost. However the cost of tender documents as indicated above in para 2.1.2 will have to be deposited by the tenderer in the form of a bank draft payable in favour of DFCCIL, Noida/New Delhi along with the tender document. This should be paid separately and not included in the Bid Security (Earnest money Deposit). **In case, tender is not accompanied with the cost of the tender documents as detailed above, tender will be summarily rejected.**

2.1.4 These tender documents must be submitted duly completed in all respects, in a sealed cover superscribed as tender form for the work "**Providing and fixing of Barbed Wire Fencing on Indian Railway Land by the side of Noida-Greater Noida**

Signature of Tenderer/s

expressway in Gautam Budh Nagar District falling in DFC Alignment of Rewari-Dadri Section under CPM/DFCCIL/NOIDA” indicating Tender No and should be dropped/deposited in the Tender Box kept for the purpose in the office of the Chief Project Manager, D-89, 1st Floor, Sector-2, NOIDA (GB Nagar-201301) U.P. **on or before up to 15.00 hrs. on 28.08.2014.** The tenders will be opened at 15.30 hrs on 28.08.2014 in the presence of Tenderers. Tenders, which are received after the time and date specified above, will not be considered and DFCCIL will not be responsible for any delay. In case the intended date for opening of tenders is declared holiday, the tenders will be opened on the next working day at the same time.

2.1.5 Tenders sealed and Super scribed as aforesaid can also be sent by registered post addressed to the Chief Project Manager, D-89, 1st Floor, Sector-2, NOIDA (GB Nagar) UP 201301 **on or before up to 15.00 hrs. on 28.08.2014,** but a tender which is received after the time and date specified above will not be considered. DFCCIL will not be responsible for any postal delay.

2.2 **COMPLETION OF TENDER DOCUMENTS**

2.2.1 **The tenderers shall quote the rates at prescribed place in terms of “%age above/below/at par” on the basic value of Schedules A & B in figures and in words.**

2.2.2 The rate/s should be quoted in figures as well as in words. If there is variation between the rates quoted in figures and in words, the **rate quoted in `words' shall be taken as correct.**

2.2.3 Each page of the tender papers is to be signed and dated by the tenderer/s or such person/s on his/their behalf who is/are legally authorized to sign for him/them.

2.2.4 Tenders containing cuttings and alterations of the tender documents are liable to be rejected. Any corrections made by the tenderer/s in his/their entries should be in ink and must be attested by him/them under full signature and date with stamp.

2.2.5 **Conditional offer will be rejected without assigning any reason.**

2.3 **CONSTITUTION OF THE FIRM**

2.3.1 The tenderer/s who are constituents of firm, company, association or society must forward attested copies of the constitution of their concern, partnership deed and power of attorney with their tender. Tender documents in such cases are to be signed by such persons (*as may be legally competent to sign them on behalf of the firm, company, association or society as the case may be*). Co-operative societies must likewise submit an attested copy of their certificate of registration along with the documents as above mentioned.

The tenderer shall give full details of the constitution of the firm/Company/Society etc in the Annexure-II of Section-5 and must submit the following documents along with tender without fail:-

Signature of Tenderer/s

(A) **Sole Proprietorship firm:**

If the tender is submitted on behalf of a “Sole Proprietorship)” concern, the tenderer must submit along with the tender, Registration Certificate/ the notarized copy of the affidavit for the same.

(B) **Partnership firm:**

If the tender is submitted on behalf of a “Partnership firm/concern”, the tenderer must submit along with the tender, the attested copy of (1) registered/notarized partnership deed and; (2) the power of Attorney/authorization in favour of the individual signing the tender.

2.3.2 (a) If the Tenderer expires after the submission of his Tender document or after the acceptance of his Tender, the DFCCIL shall deem such tender/ contract as cancelled, if a partner of firm expires after the submission of their tender the DFCCIL shall deem such tender as cancelled unless the firm retain its character.

2.3.2 (b) If the contractor’s firm is dissolved on account of death, retirement of any partners or for any reasons whatsoever, before fully completing the whole of work or any part of it, undertaken by the principal agreement the surviving partners shall remain jointly/severally and personally liable to complete the whole of work to the satisfaction of the DFCCIL and to pay compensation for losses sustained, if any by the DFCCIL due to such dissolution. The amount of such compensation shall be decided by the Chief Project Manager of DFCCIL and his decision in the matter shall be final and binding on the contractor.

2.3.2(c) The cancellation of any document such as power of attorney, partnership deed etc., shall forthwith be communicated to DFCCIL in writing, failing which DFCCIL shall have no responsibility or liability for any action taken on the strength of the said documents.

2.3.2(d) The value of contract and the quantities given in the attached schedule of items, rates and quantities are approximate and are given only as a guide. These are subject to variations/additions and or omission. The quantum of work to be actually carried out shall not form the basis of any dispute regarding the rates to be paid and shall not give rise to claim for compensation on account of any increase or decrease either in the quantity or in the contract value.

2.4 **INCOME TAX Deduction**

Income Tax shall be deducted as applicable.

2.5 (A) **BID SECURITY (EARNEST MONEY DEPOSIT)**

Signature of Tenderer/s

- 2.5.1 The tender must be accompanied by a sum of **Rs.32,100/-** (Rupees thirty two thousand & one hundred only) (as indicated in tender notice) as Bid Security (EMD).
- 2.5.2 The bid security shall be in favour of **DFCCIL** Noida/Delhi and may be in the following forms.
- a) Cheque/Demand Draft/FDR from Nationalized/ Indian Scheduled Commercial Bank. it shall remain valid for 90 days up to the validity of the bid.
- 2.5.3 The Bid security may be forfeited:
- (i) if the bidder withdraws his bid during the period of bid validity,
- (ii) if the bidder does not accept the correction of his bid price,
- (iii) In the case of a successful bidder, if he fails, within the specified time limit to furnish the required performance security or sign the Agreement.
- 2.5.4 Bid Security of the unsuccessful bidders would be discharged/ returned without interest as promptly as possible. The bid security of the successful bidder shall be converted to Retention Money when he has signed the Agreement and furnished the required performance security.

3.0 (B) VALIDITY OF OFFER:

- (i) **Bid submitted by the bidder shall be valid for a period of three months (90 days) after the opening of the bids.**

4.0 ACCEPTANCE OF TENDER

- 4.1 If the tenderer/s deliberately give/s a wrong information/whose credentials/documents in his/their tender and thereby creates/ create circumstances for the acceptance of his/ their tender, DFCCIL reserves the right to reject such tender at any stage, besides, shall suspend the business for one year.
- 4.2 The authority for acceptance of the tenders rests with Chief Project Manager/DFCCIL/ NOIDA who does not undertake to assign reasons for declining to consider any particular tender or tenders.
- 4.3 The successful tenderer/s shall be required to execute an agreement with the CPM/DFCCIL/NOIDA for carrying out of the work as per agreed conditions. The cost of stamp for the agreement will be borne by the DFCCIL.
- 4.4 The contractors operations and proceedings in connection with the works shall at all times be conducted during the continuance of contract in accordance with the laws, ordinance, rules and regulations for the time being in force and the contractor shall further observe and comply with the bye-laws and

Signature of Tenderer/s

regulations of the Govt. of India, State Govt. and of Municipal & other authorities having jurisdiction in connection with the works or site over operations such as these are carried out by the contractor/s and shall give all notice required by such bye-laws and regulations. The Hospital and medical regulations in force for the time being shall also be complied with by the contractor/s and his workmen.

4.5 The tenderer/s shall not increase his/their rate in case the DFCCIL Administration negotiates for reduction of rates. Such negotiations shall not amount to cancellation or withdrawal of the original offer and rates originally quoted will be binding on the tenderer/s.

4.6 It is mandatory that contractor provides adequate insurance cover to his workman for death, disability, sickness etc. DFCCIL shall not be liable to pay or bear any premium/compensation at any stage in respect of insurance made by contractor to cover the risk. Contractor shall submit the copy of such policies. Contractor shall at all-time keep the requisite polices running.

5.0 VARIATION IN QUANTITY

1.0 Individual NS Items in contracts shall be operated with variation of plus or minus 25% and payment would be made as per the agreement rate. For this, no finance concurrence would be required.

2.0 In case an increase in quantity of an individual item by more than 25% of the agreement quantity is considered unavoidable, the same shall be got executed by floating a fresh tender for operating that item is considered not practicable, quantity of that item may be operated in excess of 125% of the agreement quantity subject to the following conditions

(a) Operation of an item by more than 125% of the agreement quantity needs the approval of the CPM/Noida.

(i) Quantities operated in excess of 125% but up to 140% of the agreement quantity of the concerned item, shall be paid at 98% of the rate awarded for that item in that particular tender;

(ii) Quantities operated in excess of 140% but up to 150% of the agreement quantity of the concerned item shall be paid at 96% of the rate awarded for that item in that particular tender;

(iii) Variation in quantities of individuals items beyond 150% will be prohibited and would be permitted only in exceptional unavoidable circumstances with the concurrence of associate finance and shall be paid at 96% of the rate awarded for that item in that particular tender.

(b) The variation in quantities as per the above formula will apply only to the individual items of the contract and not on the overall contract value.

Signature of Tenderer/s

- (c) Execution of the quantities beyond 150% of the overall aggremental value should not be permitted and, if found necessary, should be only through fresh tenders or by negotiating with existing contractor, with prior personal concurrence of Finance and approval of CPM/Noida.
3. In cases where decrease is involved during the execution of contract:
- (a) The contract signing authority can decrease the items up to 25% of individual item without finance concurrence.
- (b) For decrease beyond 25% for individual items or 25% of contract agreement value, the approval of CPM/Noida may be taken, after obtaining 'No claim Certificate' from the contractor and with finance concurrence, giving detailed reasons for each such decrease in the quantities.
- (c) It should be certified that the work proposed to be reduced will not be required in the same work.
4. The limit for varying quantities for minor value items shall be 100% (as against 25% prescribed for other items). A minor value item for this purpose is defined as an item whose original agreement value is less than 1% of the total original agreement value.
5. No such quantity variation limit shall apply for foundation items.
6. As far as SOR Items are concerned, the limit of 25% would apply to the value of SOR Schedule as a whole and not on individual SOR items. However, in case of NS Items, the limit of 25% would apply on the individual items irrespective of the manner of quoting the rate (single percentage rate or individual item rate).
7. The aspect of vitiation of tender with respect to variation in quantities should be checked and avoided. In case of vitiation of the tender (both for increase as well as decrease of value of contract agreement), sanction of the competent authority as per single Tender should be obtained

6.0 **Retention Money (Security Deposit) and Performance Security on Acceptance of Tender**

6.1 **Retention Money**

- i) The Bid Security of successful bidder shall be retained by DFCCIL as part of Security for the faithful fulfillment of the contract by the contractor. In addition, a retention amount equal to 10% of each bill shall be retained till the total security available is 5% of contract amount.

Signature of Tenderer/s

- ii) The Bidder may, at his option, replace the retention amount with an unconditional bank guarantee from the bank acceptable to DFCCIL at the following stages:
 - a) After the amount reaches half the value of the limit of retention money.
 - b) After the amount reaches the maximum limit of retention money.
- iii) One-half of the retention money (or bank guarantee, which replaced retention money) shall be released on the issue of Taking-over-Certificate; if the Taking-over Certificates are issued in parts, then in such proportions as the Engineer may determine, having regard to the value of such part or section. The other half of the retention money (or bank guarantee, which replaced retention money) shall be released upon expiration of Defects liability period of the Works or final payment whichever is earlier on certification by the Engineer. In the event of different Defect Liability Periods being applicable to different sections or parts, the expiration of Defect Liability Period shall be the latest of such periods.

6.2 Performance Guarantee (PG):

- 6.2.1 The successful bidder shall be required to furnish to DFCCIL a performance security within 15 days of the receipt of Letter of Acceptance, of an amount equivalent to 5% (five percent) of the contract price. The Performance Security to be provided by the successful bidder in the form of a Bank Guarantee/FDR (duly pledged in the favour of DFCCIL Noida) as per prescribed format **(Annexure-IV)** shall be issued from any Nationalized/Indian Scheduled Commercial Bank.
- 6.2.2 The Bank Guarantee/FDR for performance security shall remain valid until a date 60 days after expiry of Defects Liability Period .The Bank Guarantee for performance security shall be submitted invariably in the format given in the Bidding Document.
- 6.2.3 The performance security shall be released 21 days after issue of performance certificate issued by the competent authority stating that the Contractor has completed the work in all respects satisfactorily. The certificate, inter alia, should mention that the work has been completed in all respects and that all the contractual obligation have been fulfilled by the contractor and that there is no due from the contractor to DFCCIL against the contractor concerned. The competent authority shall normally be the authority who is competent to sign the contract.

7.0 CONDITIONS OF CONTRACT AND SPECIFICATIONS

Signature of Tenderer/s

- 7.1. Except where specifically stated otherwise in the tender documents the work is to be carried out in accordance with (i) Works Manual 2012 of DFCCIL, (II) Northern Railway General Conditions of Contract and regulations & instructions for tenderers and standard form of contract, 1999 amended from time to time & up to date, (iii) Northern Railway Unified Standard Schedule of Rates (Works & Material)- 2010 amended from time to time & up to date and (iv) Indian Railway unified standard Specifications (Works & Material)- 2010 Volume-I & Volume-II. Copies of all these publications can be obtained from the Northern Railway HQrs Baroda House, New Delhi on payment as under:-

S. No	Description	Tentative cost (Rs)
i)	Indian Railway Standard General Conditions of Contract 2013 with latest correction slips	Rs 100/-
ii)	Northern Railway Unified Standard Schedule of Rates (Works & Material)- 2010	Rs.1000/-
iii)	Indian Railway unified standard Specifications (Works & Material)- 2010 Volume-I & Volume-II	Rs.1000/- (each volume)

- 7.2. The tender documents referred to in clause 2.1.1 earlier will govern the works done under this contract in addition to documents referred to in clause 7.1 above. Where there is any conflict between special tender conditions regarding instructions to tenderer/s (**Section-3**), Special conditions relating to site data and specifications (**Section-4**) and the stipulations contained in the schedule of rates and quantities on the one hand and the Indian Railway unified standard Specifications (Works & Material)- 2010 Volume-I & Volume-II, etc. and the Northern Railway Unified Standard Schedule of Rates (Works & Material)- 2010 on the other hand, **the special conditions (Section-3, Section-4 & SOR) shall prevail.**

8.0 Study of Drawing and Local Conditions

- 8.1 The drawings for the work are attached along with the Tender document, it should be noted by tenderer/s that these drawings are meant for general guidance only and the DFCCIL may suitably modify them during the execution of the work according to the circumstances without making the DFCCIL liable for any claims on account of such changes.
- 8.2 The Tenderer/s is/are advised to visit the site of work and investigate actual conditions regarding nature and conditions of soil, difficulties involved due to inadequate stacking space, due to built up area around the site, availability of materials water and labour probable sites for labour camps, stores, godowns, etc. They should also satisfy themselves as to the sources of supply and adequacy for their respective purpose of different materials referred in the specifications and indicated in the Drawings. The extent of the lead and lift, and any difficulties involved in the execution of work should also be examined before formulating the rates for complete items of work described in the schedule.

Signature of Tenderer/s

9.0 Fencing at work site

9.1 Contractor(s) while executing the work, should make his own arrangement for storage of material and other T&P on the Indian Railway land.

9.2 Safety Measures :

During execution of the work, contractors shall ensure that all safety precautions are taken by their men to protect themselves and site to prevent any untoward incident. In this regard contractor will ensure that adequate number of safety helmets, safety belts, safety jackets with reflective arm band, rope, ladders emergency light etc. are available at site before the work is actually started. The above list is only indicative and is not exhaustive and safety item will be arranged as per the requirement. DFCCIL reserve the right to stop the work in the absence of proper safety gear and no claim shall be entertained in this regard. Decision of the DFCCIL will be final and binding upon the contractor. The cost of all the safety measures is deemed to have been included in the rates quoted and nothing extra is payable under this contract.

10.0 PERIOD OF COMPLETION

10.1 The entire work is required to be completed in all respects within **03 (Three)** Months from the date of issue of Acceptance letter. The contractor/s will be required to maintain speedy and required progress to the satisfactions of the DFCCIL to ensure that the work is completed in all respects within the stipulated period failing which action may be taken by the DFCCIL Administration in terms of Clause 62 of the Indian Railway Standard General Conditions of Contract 2013.

11.0 RATES FOR PAYMENT

11.1 The rates quoted by the tenderer as per the attached schedule of rates and as accepted by the DFCCIL will form the basis of payment for such items under this contract.

11.2 No material price variation or wages escalation on any account is payable in this contract.

11.3 The rates for any item of work not included in the (Schedule of Items, Rates and Quantities) and which the contractor may be called upon to do by DFCCIL Administration shall be fixed by the DFCCIL as per agreement between the contractor and the DFCCIL before the particular item or items of work is/are executed. DFCCIL will not be responsible for any loss or damages on this account.

11.4 The item nos., description, units and rates given in schedule of rates are as per Northern Railway Standard Schedule of Rates 2010 and any discrepancy during the execution of the work in the working rates, quantity and units etc.

Signature of Tenderer/s

should be rectified by reference to the printed schedule of rates which be treated as authority and will be binding on the contractor.

- 11.5 Payment for the work done will be made to the contractor only when the formal agreement has been executed between the parties.
- 11.6 Final payment of the balance amount due, exclusive of the security deposit required in terms of Clause-6 of these special conditions, will be made after the completion of the entire work and on the certification of DFCCIL Engineer that work has been completed in all respects and found satisfactory. The security deposit will be refunded according to clause 6.1 of these conditions.

12.0 SETTING OUT WORKS

- 12.1 The contractor is to set out the whole of the work in consultation with the DFCCIL Engineer and during the progress of works to amend on the requisition by the DFCCIL of any errors, which may arise there in and provide efficient and sufficient staff and labour thereon. The contractor shall also alter or amend any errors in the dimension lines or levels to the satisfaction of the DFCCIL or his authorized representative without claiming any compensation for the same.
- 12.2 The contractor shall provide, fix and be responsible for maintenance of all, land marks, points, burjies, center line pillars, reference pillars, etc. and shall take all necessary precautions to prevent their being removed altered or disturbed and will be responsible for the consequence of such removal, alterations or disturbance and for their efficient reinstatement.

13.0 SUPPLY OF MATERIALS BY THE DFCCIL

Not applicable

14.0 SUPPLY OF MATERIALS BY THE CONTRACTOR/S

- 14.1 Materials used in the work by the contractor shall conform to the Northern Railway Standard Specifications and the relevant I.S.I./ I.R.S Specifications, and should be approved by the Engineer before utilizing them on works.
- 14.2 It should be clearly understood that the tendered rates include wastage and wash away due to rains, storms, floods or any other cause whatsoever.
- 14.3 No loading, unloading, lead, lift, stacking, octroi, sales tax, toll tax, royalty or any other charges will be paid for the materials, tools and plants and tools arranged and brought by the contractor to the site of work.

15.0 NIGHT WORK

- 15.1 No night work is permitted in the contract.

16.0 DISPOSAL OF SURPLUS EXCAVATED MATERIALS

- 16.1 The contractor shall at all time keep the site free from all surplus earth, surplus materials, and all rubbish which shall arise from the works and

Signature of Tenderer/s

should dispose of the surplus excavated materials as ordered by the Engineer failing which it will be done at the cost of the contractor and cost will be deducted from his dues.

- 16.2 The contractor shall within 15 days of completion of entire works remove all unused and surplus materials tools and plants staging and refuge or other materials produced by his operations and shall leave the site in a clear and tidy conditions.

17.0 SITE INSPECTION REGISTER

- 17.1 A site inspection register will be maintained by the DFCCIL Engineer in which the contractor will be bound to sign day to day entries made by the Engineer or his representative. The contractor is required to take note of the instructions given to him through the site inspection register and should comply with the same within a reasonable time. The contractor will also arrange to receive all the letters etc. issued to him at the site of works.

18.0 GENERAL

18.1 PROVISION OF LIGHT ETC.

The contractor/s shall make such provision for lighting the works, materials and plant and provide all such marks and lights, as may be necessary or as may be required by the DFCCIL Engineer or other responsible authorities during the execution completion and maintenance of the work and shall provide all labour, stores, etc. required for their efficient working and use at any time of day or night. He/They shall also provide all arrangement of every description of watching and maintenance required in connection with the foregoing and all other services for protection of any securing all dangerous places whether to the contractor's workmen or to other persons and or vehicular traffic until the work is certified by the engineer to have been completed and taken over in accordance with the contract.

19.0 LABOUR CAMPS

Land for setting up a labour camp or for any other purpose, shall have to be arranged by the contractor at his own cost and under his own arrangements. The contractor, however, will be permitted to make use of the DFCCIL land to the extent that can be made available to him free of cost, by the DFCCIL in the vicinity of the site of works. The contractor/s shall at all times be responsible for any damage or trespass committed by his agent and workmen for carrying out the work.

20.0 SALES TAX/ TURN OVER TAX/ LOCAL TAX.

The contractor shall be governed by the Taxes applicable at the place of actual execution of work.

- 20.1 Sales Tax including turn over tax on works contract, octroi, royalty, toll tax, local tax on materials as well as services and any other tax levied by Central Govt

Signature of Tenderer/s

/State Govt. or local bodies shall be borne by the tenderer. No part of such taxes on contractor's labour/material or any other account will be paid by the DFCCIL. Therefore, the contractor must ascertain the various taxes levied by the concerned Govt or local bodies at the place of execution of work and take into account for the same while quoting the rates. This should be kept in view before tendering.

20.2 If there is any increase/decrease/imposition of new tax/removal of existing tax by Central Govt/State Govt/Local bodies in respect to any of the tax mentioned above, the same shall be borne by the contractor and neither any additional payment will be made, nor any recovery will be made on this account. This should also be kept in view before tendering, as no subsequent changes will be made in the rates payable to the contractor on this account.

20.3 Implementation of – The Building and Other Construction Workers (RECS) Act, 1996 and the Building and Other Construction Workers Welfare Cess Act, 1996 in DFCCIL Contracts:

“The tenderer for carrying out any construction work in (U.P. State) must get themselves registered from the Registering Officer under Section-7 of the Building and other Construction Workers Act, 1996 and rules made thereto by the (U.P. State) Govt and submit certificate of Registration issued from the Registering Officer of the (U.P. State) Govt. (Labour Deptt.). For enactment of this Act, the tenderer shall be required to pay cess @ 1% of the cost of construction work to be deducted from each bill. Cost of material shall be outside the purview of cess, when supplied under a separate schedule item”.

21.0 Defect Liability Period :

The contractor will have to maintain the work for a period of 03 **(Three)** months from the date of completion of work OR handing over whichever is later as certified by Engineer-in-charge of the work.

22.0 Price Variation Clause :

Not applicable

**Dy. Chief Project Manager,
DFCCIL, NOIDA**

Signature of the tenderer/s

Address_____

Signature of Tenderer/s

SECTION-4

SPECIAL CONDITIONS RELATING TO SITE DATA & SPECIFICATION

1.0 SCOPE OF WORK:

NAME OF WORK : Providing and fixing of Barbed Wire Fencing on Indian Railway Land by the side of Noida-Greater Noida expressway in Gautam Budh Nagar District falling in DFC Alignment of Rewari-Dadri Section under CPM/DFCCIL/NOIDA.

The work consists of construction of **Barbed Wire Fencing in Gautam Budh Nagar district** on concrete foundations as per approved drawings and specifications and as per direction of DFCCIL Engineer.

The work involves:-

- (i) Earth work in excavation.
- (ii) Providing and laying in position cement concrete as per approved drawings.
- (iii) Supplying at site precast RCC standard posts 1.8m long as per approved drawings.
- (iv) Supplying at site precast RCC standard struts 2m long as per approved drawings.
- (v) Providing 1.2m high fencing with 1.8m RCC post & struts embedded in cement concrete as per approved drawings and specifications.
- (vi) Any other allied work incidental to main work.

2.0 GENERAL & BRIEF DESCRIPTION OF SITE:

2.1 Brief details of the site are as under:-

The stretch of the work falls in Jhatta & Gulaoli villages of Gautam Budh Nagar district in UP.

2.2 The above information is only for general guidance of the tenderer/s and they are advised to visit the site and acquaint himself/themselves fully with the site conditions especially in regard to the approaches for transporting the materials/machinery etc., storage area, local conditions etc.

3.0 SPECIFICATIONS AND CODES:

3.1 "Indian Railways Unified Standard Specifications -2010 Vol.I & II" shall govern the specifications of all items of (Unified Standard Schedule of Rates) USSOR 2010 appearing in the tender schedule. In case, specifications of any item are not covered in above, the relevant IRS/BIS Code shall be applicable.

3.2 All material to be used in the works shall be in conformity with the requirement laid down in the "Indian Railways Unified Standard Specifications -2010" Vol. I & II or the relevant BIS Code/or any other relevant code applicable.

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3.3 The decision of the Chief Project Manager/ NOIDA of the project shall be final and binding regarding the interpretation of various provisions of the Codes and Specifications as well as the provisions/clauses of the contract and no claim whatsoever shall be entertained on this account.

4.0 APPROVED DFCCIL DRAWINGS

4.1 The work shall be carried out as per approved DFCCIL drawings. The copies of the approved plan and additional information as required by the tenderers may be obtained (subject to availability) from the office of the Chief Project Manager/ NOIDA, during office hours on any working day by prior appointment.

4.2 Additional information as required by tenderers may be obtained from the office of Chief Project Manager/ NOIDA during office hours on any working day by prior appointment.

4.5 The Chief Project Manager/ NOIDA shall have full power to make any alteration in the drawings and to give such further instructions and directions as may appear to him necessary or proper for the guidance of contractor and for the efficient execution, completion and maintenance of the work. The contractor should plan the execution of various works in close co-ordination with the engineer or his authorized representative.

5.0 REINFORCEMENT STEEL:

5.1 Reinforcement steel bars shall normally be the TMT Steel bars or cold twisted deformed bars from the reputed BIS approved brands namely SAIL/TISCO/RINL etc or as approved by DFCCIL Engineer will also be permitted.

5.2 Before use, contractor/s will be required to get the test certificate from the manufacturer pertaining to the various quality tests on steel reinforcement as specified in the relevant BIS Code (IS:1786).

5.3 In addition, DFCCIL may also take sample during the course of work at requisite frequency and get the steel tested to ascertain its conformity to the BIS Specification at contractor's cost. Frequency of testing shall be as prescribed by the relevant BIS Code.

6.0 DEWATERING:

6.1 Dewatering or any other suitable arrangements may be required for carrying out the foundations of works and part of the sub structures up to water level. It should be clearly noted that nothing extra shall be paid for all these arrangements and rates are deemed to be inclusive of all labour and materials and working under water etc. including timbering, shoring, strutting etc. if required.

Signature of Tenderer/s

7.0 APPROVED BRANDS:

The contractor shall use the following items of reputed and approved makes only as given below:-

- (a) Barbed wire : SAIL/TISCO/RINL etc.
- (b) Cement: ACC/Birla/Ultratech etc.
- (c) Steel: SAIL/TATA/RINL etc.

8.0 ROUTINE TESTS AND ADDITIONAL TESTS:

Routine tests on various materials shall be carried out as per the “ IR Unified Standards Specifications for works & materials” or the relevant BIS Codes. In addition to the tests required under clauses thereof, the Engineer or his representative may order tests to be carried out by an independent person appointed by him at such place or in such laboratory as he may determine in accordance with the appropriate clauses of relevant Standard Specifications and the cost of such tests shall be borne by the contractor.

9.0 INSPECTION OF MATERIALS:

- 9.1 Whenever the DFCCIL Engineer or his representative gives notice to the contractor that materials are to be inspected at the site, the contractor shall having regard to the inspection, test or examination required, give to the Engineer sufficient notice of such materials being ready for inspection.
- 9.2 Delay to works arising from the late submission of such notice will not be acceptable as reason for delay in the completion of the works.

10.0 REJECTION OF MATERIALS:

- 10.1 Factory made material shall have to be tested before leaving the manufacturer's premises. However, appropriate materials may also be tested on the site and they may be rejected if found not suitable or not in accordance with the specifications, notwithstanding the result of tests at manufacturer's works or elsewhere or test certificate.
- 10.2 The DFCCIL Engineer shall have the right to order, at any time, that any construction materials which do not meet with his approval shall not be used in the works. Such rejected materials shall be removed from the site by the contractor at his own expenses, notwithstanding any prior approval which might have been given earlier. Once a particular material is rejected by Engineer, an entry to that effect should be made in material passing register.

Signature of Tenderer/s

10.3 The instructions to the contractor to remove the rejected material within reasonable time as given by the DFCCIL Engineer should be complied by the contractor/s at his own cost.

10.4 In case of default on the part of the contractor in removing rejected materials within the time specified in notice, the Engineer shall be at liberty to have them removed by other means at the cost of the contractor.

11. TIMELY NOTICE FOR INSPECTION OF FOUNDATIONS ON WORKS TO BE COVERED UP:

The contractor shall give information to the DFCCIL Engineer for inspection the excavated foundation before start of any concreting work.

12.0 GENERAL:

12.1 The DFCCIL shall not be responsible for any loss or damage to contractor's men, material, equipment, tools and plants etc. due to any cause what so ever.

12.2 The contractor shall arrange for effective technical supervision of the work and shall be represented by the authorized representative at the site of work during the currency of the contract. He will arrange to receive all the correspondences at the site of work during execution of work.

12.3 No claim for extra payment shall be entertained on account of interruption to work due to rain, floods or due to delay in acquisition of land in some portion.

12.4 Contractor shall protect the site of work right from start to the completion of work.

13.0 SAFETY MEASURES/ PRECAUTIONS

13.1 Contractor shall take all precautionary measures in order to ensure the protection of his own personnel, material, machinery and equipment moving about or **working on the premises**. It will be the sole responsibility of the contractor.

13.2 The contractor shall abide by the DFCCIL regulations in force for the time being and ensure that the same are followed by his representatives, agents or sub-contractors or workmen. He shall give due notices and training to his employees and workers about provision of the above para.

14.0 SITE REGISTERS:

14.1 The following registers will be maintained at site by the contractor/s:

(i) **Site Order register:**

The contractor shall promptly sign orders given therein by the Engineer or his representative or his superior officers and comply with them. The compliance

Signature of Tenderer/s

shall be reported by the contractor to the Engineer in reasonable time so that it can be checked / verified.

(ii) **Cement register:**

This register will be maintained to record daily receipt and issue of cement, thus indicating the balance quantity. The quantum of work done for the cement issued on particular date will also be mentioned.

(iii) **Steel register:**

This register will be maintained to record the receipts of steel items and details of reinforcement and members wherever steel is used.

(iv) **Labour register:**

This register will be maintained to show daily strength of labour in different categories employed by the contractor.

(v) **Miscellaneous register:**

This register will record daily particulars and will be signed jointly by the DFCCIL Engineer and the contractor.

I. Quality control register for various materials

II. Cube testing register.

III. Daily progress register.

IV. Hindrance register: This register will maintain the number of days when work could not progress/remained suspended and reason thereof.

15.0 CONSTRUCTION EQUIPMENTS:

15.1 The contractor shall arrange and operate at his own cost, all necessary tools, plants, machineries and equipments necessary for successful and timely completion of the work.

15.2 No equipment shall be removed from the site without prior permission of the DFCCIL Engineer.

15.3 The contractor will be entirely responsible to arrange all necessary machinery including concrete mixers, weigh batcher, vibrators, compressors, etc for timely completion of work.

Signature of Tenderer/s

Section-5

SCHEDULES

Name of Work: Providing and fixing of Barbed Wire Fencing on Indian Railway Land by the side of Noida-Greater Noida expressway in Gautam Budh Nagar District falling in DFC Alignment of Rewari-Dadri Section under CPM/ DFCCIL/NOIDA

(Items of Northern Railway Unified Standard Schedule of Rates (USSOR)- 2010)

S.N.	Description	Basic cost as per basic rates of USSOR-2010 (details enclosed in Annexure-1) (Rs.)	Rate to be quoted by the tenderer in “%age above/ below/ at par” on the basic rates of USSOR-2010	
			In fig	In words
1	Schedule-A: All items of Schedule-A	13,01,635.00		
2	Schedule-B: All items of all chapters excluding those items mentioned in Schedule-A	3,00,000.00		

NOTE:

- 1) Schedule of Items , Rates & Quantities is enclosed as Annexure-A.
- 2) The approximate quantities shown against the above items are for guidance only. These are subject to variation depending upon actual site requirements DFCCIL reserves the right to increase /decrease the quantities as per site conditions.
- 3) The tenderer/s will quote only one percentage rate above/below /at par against the rates in proforma for schedule items given above for the purpose failing which his/their offer will be treated as incomplete and shall be summarily rejected.
- 4) All items are for complete job including labour and material and all lead, lifts, ascents, descents, obstructions, leading, loading, unloading handling, re-handling, all taxes, octroi, royalty etc.
- 5) Tender accompanied by any condition will be liable to be rejected.

I/we clearly understand that I/we am/are not entitled to any other payment on any account whatsoever except the quoted rates for fully complete job.

Signature of Tenderer

Address-----

Signature of Tenderer/s

SCHEDULE OF ITEMS, RATES & QUANTITIES

Note: 1- The Description/unit/Basic rate of items given below have been reproduced from USSOR-2010. In case of any difference/error in the description/unit/Basic rate of items given below viz-a-viz USSOR-2010, the same given in the USSOR-2010 shall prevail.

(2) The **Items & Quantities** given below are approximate, and may vary in accordance with contract conditions.

SCHEDULE- A

SNo.	Item No of USSOR 2010	Description of Items	Unit	Rate	Approx. Qty	Amount	Remarks
1	011010, 011011	Earth work in excavation.....all kind of soil	cum	81.36	158	12855.00	
2	031010, 031011	Providing & Laying in position Cement concrete.....1:3:6 for post erection	cum	1972.51	141	278124.00	
3	241010, 241011	Supplying at site- Precast R.C.C. standard posts (for barbed wire fencing) 1.8m long	Each	497.40	810	402894.00	
4	241010, 241012	Supplying at site- Precast RCC standard struts 2m long	Each	398.32	148	58951.00	
5	042010, 042015	Centering and shuttering including strutting, propping etc and removal of form for columns, pillars, posts and struts.	Sqm	240.5	1082	260221.00	
6	242010	Providing 1.2m high fencing with 1.8m RCC post placed every 3m apart, embedded in cement concrete blocks, every 15th post (or nearer if there is abrupt change of ground slope), last but one end post and corner post shall be strutted on both sides and end post one side only, and struts embedded in cement concrete blocks, provided with 5 horizontal and two diagonals of G.I. barbed wire 9.38 kg per 100m (min) between the two posts fitted and fixed with G.I. staples on turn buckles or G.I. binding wire tied to 6mm bar nibs fixed while casting the post (cost of posts, struts and concrete to be paid for separately)	Running Metre	49.54	2400	118896.00	
7	252040	Supply of ordinary portland cement Grade- 43	MT	5474.00	31	169694.00	
TOTAL						1301635.00	

SCHEDULE- B

8	-	All items of all chapters except those mentioned in Schedule- A	Lump sum	-	-	300000.00	-
GRAND TOTAL						1601635.00	-

Signature of Tenderer/s

P R O F O R M A
D E C L A R A T I O N

I/We hereby solemnly declare that I/We visited the site of the work (as on top sheet) personally and have made myself/ourselves fully conversant of the conditions therein and particular the following:-

Topography of area.

Soil strata at site of work.

Sources and availability of construction materials.

Rates for construction of material, water, electricity including all local taxes, royalties, octrois etc.

Availability of local labour (both skilled and unskilled) and relevant labour rates and labour laws.

The existing roads and approaches to the site of work. Climatic conditions and availability of working days.

I/We have quoted my/our rates for various items in the schedule of items, quantities and rates taking into account all the above factors also.

Signatures of the contractor/s

Signature of Tenderer/s

ANNEXURE – II

Mandatory details to be filled in by tenderer while submitting their tender.

1	Constitution of the Firm/concern. (Tick as applicable)	Sole Proprietorship / Partnership Firm / Company / JV / Society
2	Full name of Sole Proprietorship/ Partnership Firm / Company / JV / Society (as the case may be)	
3	Year of formation/incorporation	
4	PAN No.	
5	Registered Office Address	
6	Address on which correspondence regarding this tender should be done	
7	Names of the Proprietor / Partners / etc.	
8	Details of Earnest Money Deposit submitted	

Note:

- (i) Special attention of tenderers is drawn to Clause 2.3.1 of “Special Tender Condition & Instruction to Tenderers” as per which the tenderer must submit along with tender, the documents mentioned therein pertaining to Constitution of firm/concern.

Signature of the Tenderer/s

Signature of Tenderer/s

VENDOR MANDATE FORM

TENDER NOTICE No.: Noida Unit/DFCC/BWF/02/2014-15

dated: _____

1. PARTICULARS OF THE PARTY:

- a) NAME: _____
- b) ADDRESS: _____
- c) PHONE NO.: _____ MOBILE: _____ FAX No.: _____
- d) ITAX PAN No _____ E-MAIL: _____

2. PARTICULARS OF BANK ACCOUNT:

- a) BANK NAME: _____
- b) BRANCH: _____
- c) BANK ADDRESS: _____
- d) BANK TEL No.: _____ FAX No.: _____
- e) BANK MICR CODE (9 DIGIT): _____ N.C.C.: _____
- f) BANK ACCOUNT No.: _____
- g) RTGS/IFSC _____
- h) ACCOUNT TYPE: SAVINGS/CURRENT/CASH CREDIT LEDGER F/NO.: _____

3. DECLARATION BY THE PARTY:

I hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information DFCCIL/NOIDA will not be held responsible. I have understood the scheme and agree to discharge the responsibility expected from me as a participant under the scheme. I also undertake to acknowledge/intimate the concerned Administration on receipt of each payment from DFCCIL.

Date: _____

Signature of Tenderer/s

ANNEXURE – IV

(Format of Bank Guarantee for Performance Security)

Bank Guarantee No.:-----

Dated: -----

To,

Dedicated Freight Corridor Corporation of India Limited
First Floor, D-89,
Sector 2, Noida

Reference:- Contract No.-----, awarded on -----

This deed of Guarantee made this day of ----- between ----- (name of bank) having registered office at ----- and branch office at ----- (hereinafter referred to as "Bank") of the one part and Dedicated Freight Corridor Corporation of India Limited, Noida (hereinafter called the DFCCIL) of the other part.

Whereas Dedicated Freight Corridor Corporation of India Limited, Noida has awarded the contract No. for ----- (Name of Work).

(hereinafter called "the Contract") To M/s ----- its registered office at ----- (hereinafter called "the Contractor").

Whereas the contractor is bound by the said Contract to submit to the DFCCIL an irrevocable performance security guarantee bond for a total amount of Rs ----- (Rs. in words).

Now, we the undersigned (Name of Bank official), of the bank being fully authorized to sign and to incur obligations for and on behalf of the Bank hereby declare that the said Bank will guarantee the DFCCIL the full amount of Rs. ----- (Rs. in words) as stated above.

After the Contractor has signed the aforesaid contract with the DFCCIL, the Bank further agree and promise to pay the amount due and payable under this guarantee without any demure merely on a demand from the DFCCIL stating that the amount claimed is due by way of loss or damage cause to or would be caused or suffered by the DFCCIL by reason of any breach by the said contractor of any of the terms or conditions contained in the said agreement or by reason of the contractor failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. --- (in words) only.

Signature of Tenderer/s

We ----- (indicate the name of Bank), further undertake to pay to the DFCCIL any money so demanded notwithstanding any dispute or dispute raised by the contractor in any suit or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.

The payment so made by us (name of Bank) under this bond shall be a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

We ----- (indicate the name of bank), to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the DFCCIL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by ----- (Designation & address of contract signing authority) on behalf of DFCCIL certify that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor and accordingly discharges this guarantee.

Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by the DFCCIL or until (date of validity/extended validity) whichever is earlier and no claim shall be valid under the guarantee unless notice in writing thereof is given by the DFCCIL within validity/extended validity period of guarantee from the date of aforesaid.

Provided always that we (name of bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of guarantee, as the case may be on being called upon to do so by the DFCCIL. If the guarantee is not renewed or the period extended on demand, we (name of bank) shall pay the DFCCIL the full amount of the guarantee on demand without demur.

We (indicate the name of Bank), to further agree with the DFCCIL that the DFCCIL shall have the fullest liberty without our consent and without effecting in any manner out of obligation hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to power exercisable by the DFCCIL against the said contractor and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liabilities by reason of such variation, or extension being granted to the said contractor for any bearance act or omission on the part of the DFCCIL or any indulgence by the DFCCIL to the said contractor or by any such matter or thing whatsoever which under the law relating to sureties for the said reservation would relieve us from the liability.

The Guarantee hereinbefore contained shall not be affected by any change in the constitution of Bank or of the Contractor.

The expressions “the DFCCIL”, “the Bank” and “the Contractor” hereinbefore used shall include their respective successors and assigns.

Signature of Tenderer/s

We (name of the bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the DFCCIL in writing.

Notwithstanding anything to the contrary contained hereinbefore:

- i) Our liability under this Bank Guarantee shall not exceed and restricted to Rs. (in words).
- ii) This Bank Guarantee shall be valid up to, unless extended on demand by DFCCIL.
- iii) The Bank is liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only if DFCCIL serve a written claim or demand on or before

IN WITNESS WHEREOF we of the Bank have signed and stamped this guarantee on this day of being herewith duly authorized.

Bank Seal

Signature of Bank Authorize Official with seal

Name:

Designation:

Address:

Witness:

1. Name:

Designation:

Address:

2. Name:

Designation:

Address:

Signature of Tenderer/s