

Corrigendum – I dated 06/02/2018

TO

E-NIT FOR CONDUCTING STRUCTURAL ASSESSMENT, AT MMTC HOUSING COLONY, NEW DELHI

In the GENERAL INSTRUCTIONS FOR THE BIDDERS, addition of Point 18 as below:

18. PERFORMANCE GUARANTEE:

18.1 The Contractor is required to submit a Performance Guarantee as per prescribed Performa (Annexure VII) on an appropriate value of stamp paper within a period of 7 days from the date of written notification of award to be made to the bidder, calculated at the rate of ten percent (10%) of the work contract.

18.2 The Performance Guarantee will be issued by a scheduled commercial bank other than by any Co-operative bank or Gramin bank. The bank must have net worth of at least Rs. 500 crore and capital adequacy ratio of 9%.

18.3 Keeping in view their net worth/NPS/Profitability, bank guarantees issued by Nainital Bank Ltd. and Dhanalaxmi Bank shall not be accepted.

18.4 In case of Performance Guarantee from a foreign bank situated outside India, the Bank Guarantee must be issued through any of the Indian Scheduled Commercial bank other than a Co-operative bank or Gramin Bank or Nainital Bank or Dhanalaxmi bank, preferably in the city where MMTC's office is located, fulfilling the criteria of net worth and Capital Adequacy Ratio as above.

18.5 Performance Guarantee shall be valid for a period of 60 days beyond the completion of all contractual obligations/ until the termination of the defect liability period whichever is later. All expenses, commissions and interests related to issuance and surrendering of the Performance Guarantee, accrued to the bank, shall be at the sole cost of the bidder. The bidder, who has caused and delivered the Performance Guarantee, shall not be entitled to put forth any claim for accrued interests thereon. The Performance Guarantee amount shall be available, if invoked, at the counters of bank in New Delhi within banking hours on the date of presentation

Failure of the Contractor to comply with the above requirements shall constitute a sufficient ground for the annulment of the award and forfeiture of the EMD.

In the SCOPE OF WORK, POINT NO 2&5 are modified as below:

Point No	Existing	Modified
2	Structural assessment shall be carried out as a qualitative assessment in accordance with latest guidelines of “Indian Society of structural Engineers”. Visual health inspection of buildings covering internal, external and common areas using light tapping hammer, marking in floor plans all the visible defects, deterioration and quantification	Structural Assessment shall be carried out under the seal of affiliated/accredited empanelled Structural Engineer as a qualitative assessment in accordance with latest guidelines of “Indian Society of structural Engineers”. Visual health inspection of buildings covering internal, external and common areas using light tapping hammer, marking in floor plans all the visible defects, deterioration and quantification
5	Preparation of detailed report based on visual inspection, NDT, suggesting/ phasing out priority wise repair/ remedial and retrofitting measures supported by photographs wherever necessary.	Preparation of detailed report based on visual inspection, NDT, suggesting/ phasing out priority wise repair/ remedial and retrofitting measures supported by photographs wherever necessary in requisite format.

PERFORMANCE BANK GUARANTEE

Bank Guarantee No. _____ dated _____

MMTC Limited

Dear Sirs,

1. WHEREAS, MMTC Limited, having its registered office at Core – 1, SCOPE Complex, 7, Institutional area, Lodhi Road, New Delhi – 110003 India (hereinafter called 'the MMTC') have entered into Contract No. _____ dated _____ (herein after called 'the CONTRACT') for _____ with M/s. (name) _____ address _____ (hereinafter called the 'XX').
2. AND WHEREAS the 'XX' under the CONTRACT is required to furnish a Security for the performance of the CONTRACT and MMTC has agreed to accept the Bank Guarantee in lieu of security deposit of the said sum of Rs. _____
3. AND WHEREAS at the request of the 'XX', we, _____ Bank, _____(address), hereby irrevocably and unconditionally guarantee and undertake to pay to the MMTC, immediately on demand up to and not exceeding the sum of Rs. _____ payable by the 'XX' in the event of failing to perform any or all their obligations under the CONTRACT. The decision of the MMTC that the 'XX' has failed to perform all or any of its obligations under the CONTRACT shall be conclusive, final and binding on us.
4. We, _____ Bank, undertake to pay the amount demanded by the MMTC not exceeding the sum of Rs. _____ only without any demur, delay, protest and without any reference or recourse to the 'XX' notwithstanding any dispute raised by 'XX' in any suit proceedings relating there to pending before any court or tribunal our liability under these presents being absolute and unequivocal. The payment shall be made to the MMTC across the Counter of the bank on the same day of receipt of invocation of this Bank Guarantee.
5. NOTWITHSTANDING anything to the contrary contained hereinabove, liability under the Guarantee is restricted to Rs. _____. Our Guarantee shall remain in force until _____ (___ date).

6. All your rights under the Guarantee shall be forfeited and we shall be relieved and discharged from all liability there under unless a claim under the Guarantee is made on our Bank in writing on or before _____ (Expiry date).
7. Your letter of Demand in writing may be presented to the Bank by Registered Post or in person and the same shall be binding on us.
8. This guarantee comes into force forthwith.
9. We further agree that MMTC shall have the fullest liberty without our consent and without effecting in any manner, our obligations hereunder to vary any of the terms and conditions of the delivery or extend time of performance by the said "XX" from time to time or to postpone for any time or from time to time, any of the powers exercisable by MMTC against the said "XX" and to forbear or enforce any part of the terms and conditions relating to the said CONTRACT and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said M/s "XX".
10. The liability of the Bank under this Guarantee shall be discharged on receipt of Rs. _____ only by MMTC.
11. We _____ (Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of MMTC Limited in writing.
12. This guarantee will not be discharged due to change in the constitution of the Bank or the said 'XX'.
13. We have the power to issue this Guarantee in your favour under the Charter of our Bank and the undersigned has full power to execute this Guarantee under the Power of Attorney granted to him by the Bank.

SIGNED AND DELIVERED THIS _____ DAY OF _____

Yours faithfully
For and on behalf of
_____ **Bank**
(Address)
(Banker's seal)

All other terms and conditions of the tender shall remain the same.

This Corrigendum becomes an integral part of the notice (NIT) NO. MMTC/Estate/981/2016-17 DATED 29TH JANUARY 2018 for E-NIT FOR CONDUCTING STRUCTURAL ASSESSMENT, AT MMTC HOUSING COLONY, NEW DELHI.

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