

**CORRIGENDUM – 2 DATED 10/01/2025**

**PREBID QUERIES & CLARIFICATIONS**

<b>NIT NO:</b>	<b>NIT No: CMC/BR/24-25/FK/CR/SS/1232 Dated: 20.12.2024, Revised Due Date for Submission of Tender: 15.01.2025, 15:30 HRS, Revised Date and Time of opening: 15.01.2025, 15:45 HRS</b>
<b>NAME OF WORK</b>	<b>Civil Retrofitting Works of Office Buildings &amp; Grid Buildings in BRPL</b>

Sl. No	NIT Clause Reference	Description	Bidder's Query	BRPL's Reply/Clarifications
1	SECTION – VI: PRICE BID, APPENDIX-II, Item 56, APPENDIX-III, Item-59, Appendix-IV, Item-61	Removal of wooden modular fixtures/work station and all electrical fittings/fixtures by dismantling and there after refixing the same by using new screws/brackets as required at site complete after execution of the required work. The item includes the cost of storing the work station/fixtures and fittings in safe custody.	Removal of wooden modular fixtures/workstation and all electrical fittings/fixtures by dismantling and thereafter re-fixing the same by using new screws/brackets as required at site complete after execution of the required work. The item includes the cost of storing the work station/fixtures and fittings in safe custody- Unit provided Each- the item does not clearly specify the size of a single workstation and the items included in it.	Workstations size are as under For Normal Work stations up to 1.5 Mtrs Length including Chairs For Curvilinear length up to 3 Mtrs.
2	SECTION – VI: PRICE BID, Appendix-I, Item-84 & Appendix-II, Item 112	Providing and fixing black granite polished stone partitions in urinals including making chase in wall and fixing the stone as per required with CC 1:2:4 as per instruction of engineer in charge.	the item does not specify the size of the urinal partition	The item stands revised to as below: Providing and fixing rubbed stone slab table, edges rounded and polished, 75 cm high, 50 cm deep and 18mm thick, fixed in urinal partitions by cutting a chase of appropriate width with chase cutter and embedding the stone in the chase with epoxy grout or with cement concrete 1:2:4 (1 cement : 2 coarse sand : 4 graded stone aggregate 6 mm nominal size) as per direction of Engineer-in-charge and finished smooth. Granite Stone of approved shade.
3			No escalation clause has been defined in terms if the work has been carried beyond the time period of work order on behalf of the delay from your organization	Tender conditions shall prevail.
4	SECTION – III SPECIAL CONDITIONS OF CONTRACT (SCC), Clause 7.1 – 7.3	7.1 80% payment against completion of work on pro-rata basis within 30 days on submission of bills duly certified by Engineer-In-Charge. For Certification of work completion our EIC shall be Head (Civil) – BRPL or his nominated representative. Running bills can be processed for	10% of payment would be retained till quality clearance certificate is submitted - As per the current work orders this term clearly defines that no payment shall be retained for quality until final bill .So you are requested kindly review the same for this tender.	Revised Payment Terms is as below: 7.1 90% payment against completion of work on pro-rata basis within 30 days on submission of bills duly certified by Engineer-In-Charge. For Certification of work completion our EIC shall be Head (civil) BRPL or his nominated representative. Running bills can be

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		<p>maximum 80% amount of the order value.</p> <p>7.2 However, 10% payment would be retained till quality control clearance certificate is submitted.</p> <p>7.3 Balance 10% of payment would be retained for performance guarantee against defect liability which would be released 12 months after the completion of the project or on submission of equivalent performance bank guarantee.</p>		<p>processed for maximum 90% amount of the order value.</p> <p>Out of the above value, Contractors may avail 15% of contract value as advance payment against submission of Advance Bank Guarantee (ABG) of equivalent amount valid till completion of contract or Advance recovery period, as well as of Contract Performance Bank Guarantee as stipulated in SECTION – III SPECIAL CONDITIONS OF CONTRACT (SCC), Clause 6(b).</p> <p>ABG shall be released after recovery of advance payment from the RA bill. In case execution time exceeds the stipulated time frame, ABG shall be extended to facilitate recovery.</p> <p>7.2 QC department will inspect the site &amp; their clearance is required for declaration of "Completion of work". However, no Payment shall be retained for quality control clearance.</p> <p>7.3 Balance 10% of payment would be retained for performance guarantee against defect liability which would be released after 12 months after the completion of the project or on submission of equivalent performance bank guarantee as retention BG. QC is mandatory and without QC the balance 10% of payment shall not be released.</p>

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5	SECTION – III SPECIAL CONDITIONS OF CONTRACT (SCC), Clause 6(b)	6. CONTRACT CUM PERFORMANCE SECURITY BANK GUARANTEE (CPBG) : b. The Contract Performance Bank Guarantee shall be of five percent (5%) of total contract value and shall be valid till completion of contract, plus DLP plus three (3) months towards claim period or latest RBI guidelines (if any) whichever is higher towards claim period, if not otherwise specified in agreement. This amount shall remain fixed during the currency of the agreement.	The tender document specifies that the Contract Performance Bank Guarantee (CPBG) shall be 5% of the total contract value, valid for the duration of the contract, plus the Defect Liability Period (DLP) of 12 months, and an additional three months for the claim period. In total, this amounts to a retention period upto 27 months. While we understand the need for a performance guarantee to ensure contractual compliance, such a long duration significantly ties up our financial resources, limiting our working capital for ongoing and future projects. Retaining this percentage of the contract value for an extended period restricts our ability to invest in manpower, materials, and other resources essential for timely execution. Further as per the clause 7.3 an additional Performance Guarantee of 10% of the contract value is required, bringing the total retention under CPBG and performance guarantees to 20% of the contract value. This retention, combined with the 15-month period, would have a compounded impact on cash flow management, especially for mid-sized enterprises. We believe that such high retention percentages and extended durations may disproportionately affect the financial sustainability of contractors, especially given the prevailing economic conditions and the rising costs of materials and labor. We respectfully request a re-evaluation of these clauses in the tender document to strike a balance between ensuring project performance and maintaining financial viability for bidders. Addressing these concerns would not only enhance participation but also enable contractors to allocate resources more effectively, ensuring the project's success. We request you to either remove the additional performance guarantee required as per clause 7.3 at the end of the work or reduce the time period of CPBG upto Performance period only.	Tender conditions shall prevail.

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6	SECTION – III SPECIAL CONDITIONS OF CONTRACT (SCC), Clause 7	<p>7. PAYMENT TERMS : 80% payment against completion of work on pro-rata basis within 30 days on submission of bills duly certified by Engineer-In-Charge. For Certification of work completion our EIC shall be Head (Civil) – BRPL or his nominated representative. Running bills can be processed for maximum 80% amount of the order value.</p> <p>7.2 However, 10% payment would be retained till quality control clearance certificate is submitted.</p> <p>7.3 Balance 10% of payment would be retained for performance guarantee against defect liability which would be released 12 months after the completion of the project or on submission of equivalent performance bank guarantee.</p>	<p>The current payment structure outlined in the tender specifies that 80% payment will be released upon completion of work, with the remaining 10% each retained for Quality Control (QC) clearance and performance guarantee. The retention of 20% of the contract value creates a significant delay in the availability of funds, impacting working capital and project momentum. This formula limits financial flexibility, which is critical for the timely procurement of materials and manpower deployment. We request you to revise the payment terms to 90% + 5% + 5%, which will enable contractors to maintain better liquidity for operations. The reduced retention percentages will still ensure adequate safeguards for quality and performance, while providing the contractor with the necessary funds to progress the work efficiently.</p>	<p>Payment terms stands revised as given in point 4 of this corrigendum.</p>
7			<p>Interim Quality Control (QC) for Running Bills : The tender document requires QC certification for payment processing. However, no explicit provision is mentioned for interim QC certification for running bills, especially for large-value submissions. The absence of interim QC provisions may result in significant delays, as the finance department could withhold payments until full QC certification is completed for the entire project. This creates a bottleneck, especially for large-scale projects where interim financial flows are essential. We request you to, Introduce a clause allowing for interim QC certification for running bills, enabling the release of payments in a timely manner. This addition will facilitate smoother cash flow and avoid delays caused by procedural hold-ups, thereby ensuring uninterrupted progress of the project.</p>	<p>Tender conditions shall prevail.</p>

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8			<p>Request for Advance Payment We are currently engaged in other projects for your esteemed organization that also require timely completion, particularly with the financial year-end fast approaching. The execution of these parallel projects, coupled with this tender, demands significant liquidity to maintain momentum and meet deadlines. Managing multiple ongoing projects within tight schedules requires substantial working capital. The absence of an advance payment provision limits our ability to proactively allocate resources for swift execution. Provide an advance payment clause in the tender, which will help maintain liquidity and ensure efficient resource allocation. The advance amount can be secured through an Advance Bank Guarantee, ensuring that the interests of both parties are safeguarded. We understand the importance of maintaining robust safeguards in the tender process, and we remain committed to adhering to the highest standards of quality and performance. However, addressing the above concerns through appropriate amendments will not only facilitate better participation but also ensure the smooth execution of the project within the stipulated timeline. We kindly request your consideration of these points and look forward to any updates or clarifications regarding the tender document. Thank you for your time and understanding. We look forward to your favorable response.</p>	<p>Payment terms stands revised as given in point 4 of this corrigendum.</p>
9	SECTION – VI: PRICE BID, APPENDIX-II, Item 56, APPENDIX-III, Item-59, Appendix-IV, Item-61	Removal of wooden modular fixtures/work station and all electrical fittings/fixtures by dismantling and there after refixing the same by using new screws/brackets as required at site complete after execution of the required work.	Unit provided Each- the item does not clearly specify the size of a single workstation and the items included in it.	Workstations size are as under For Normal Work stations up to 1.5 Mtrs Length including Chairs For Curvilinear length up to 3 Mtrs.

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11	SECTION – III SPECIAL CONDITIONS OF CONTRACT (SCC), Clause 7.2	7.2 However, 10% payment would be retained till quality control clearance certificate is submitted.	Payment of 10% would be retained till quality clearance certificate is submitted - As per the current work orders this term clearly defines that no payment shall be retained for quality until final bill .So you are requested kindly review the same for this tender	Payment terms stands revised as given in point 4 of this corrigendum.
12			The tender document requires QC certification for payment processing. However, no explicit provision is mentioned for interim QC certification for running bills, especially for large-value submissions. The absence of interim QC provisions may result in significant delays, as the finance department could withhold payments until full QC certification is completed for the entire project. This creates a bottleneck, especially for large-scale projects where interim financial flows are essential. We request you to, Introduce a clause allowing for interim QC certification for running bills, enabling the release of payments in a timely manner. This addition will facilitate smoother cash flow and avoid delays caused by procedural hold-ups, thereby ensuring uninterrupted progress of the project.	Tender conditions shall prevail.

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13			<p>We are currently engaged in other projects for your esteemed organization that also require timely completion, particularly with the financial year-end fast approaching. The execution of these parallel projects, coupled with this tender, demands significant liquidity to maintain momentum and meet deadlines. Managing multiple ongoing projects within tight schedules requires substantial working capital. The absence of an advance payment provision limits our ability to proactively allocate resources for swift execution. Provide an advance payment clause in the tender, which will help maintain liquidity and ensure efficient resource allocation. The advance amount can be secured through an Advance Bank Guarantee, ensuring that the interests of both parties are safeguarded.</p>	<p>Payment terms stands revised as given in point 4 of this corrigendum.</p>
14	<p>SECTION – III SPECIAL CONDITIONS OF CONTRACT (SCC), Clause 6(b)</p>	<p>6. CONTRACT CUM PERFORMANCE SECURITY BANK GUARANTEE (CPBG) : b. The Contract Performance Bank Guarantee shall be of five percent (5%) of total contract value and shall be valid till completion of contract, plus DLP plus three (3) months towards claim period or latest RBI guidelines (if any) whichever is higher towards claim period, if not otherwise specified in agreement. This amount shall remain fixed during the currency of the agreement.</p>	<p>The tender document specifies that the Contract Performance Bank Guarantee (CPBG) shall be 5% of the total contract value, valid for the duration of the contract, plus the Defect Liability Period (DLP) of 12 months, and an additional three months for the claim period. In total, this amounts to a retention period upto 27 months. While we understand the need for a performance guarantee to ensure contractual compliance, such a long duration significantly ties up our financial resources, limiting our working capital for ongoing and future projects. Retaining this percentage of the contract value for an extended period restricts our ability to invest in manpower, materials, and other resources essential for timely execution. Further as per the clause 7.3 an additional Performance Guarantee of 10% of the contract value is required, bringing the total retention under CPBG and performance guarantees to 20% of the contract value. This retention, combined with the 15-month period, would have a compounded impact on cash flow management, especially for mid-sized enterprises</p>	<p>Tender conditions shall prevail.</p>