



नगर पालिक निगम, इंदौर

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क्रमांक -

/24-25/इन्दौर

दिनांक.....

विषय:- Development of Bilawali lake on PPP basis for water sports activities Including Paddle boating, sailing, Kayaking, Boat House, Lake side Restaurant and other outdoor activities for public space development.

PRE BID QUERIES		
Sr. No.	Query	Reply
1	1) The tenure of the project should be 30 Years – As mentioned in the tender document the tenure of the project is 15 years with extension up to 21 years, the similar kind of PPP projects in the tourism sector are leased out for a minimum 30 years. For example MPT provides land banks from 30 to 90 years. As the cost invested will be huge it will take suitable time to recover the investment.	Tenure for lease period will be minimum 15 years extendable for period of 5+5+4 (Total 29 years) as per the mutual agreement between both parties for extension.
2	2) The payment of lease premium should start after period 2 years from date of commencement – The lease premium will be charged after 1 year from commencement as mentioned in the tender document , it is requested to increase the development period up to 2 years as mentioned in the master plan phases the project will take at least 2 years to setup all the activities.	Time period for construction activity is relaxed to 18 months. After this period annual concessional fees will be charged.
3	3) The Annual concession fee – According to the tender document IMC will be charging an annual concession fee which will be compounded 8% annually. A project of such a large scale requires a huge amount of investment which will be done at initial stage as well as in the intervals, to be profitable in any project the entity requires to recover all the cost & investment. If the annual concession fee is compounded annually 8% it will be a huge cost to the business in a later stage when the revenues are predicted to be in a linear or a downside projection. In similar kind of projects, the authority either charges annual premium fee or the shared revenue percentage but in this case, IMC is charging both from the agency It is suggested that the annual concession fee should be fixed for full tenure of the project as the IMC'S also charging share percentage of revenue which will increase according to the price of ticket sale & increase in the agency revenue.	Annual incremental rate for lease premium is revised to 6% per annum at simple interest.
4	4) Termination Clause – As mentioned in the tender document page 20 point " y" on violation of conditions of agreement more than three times the agreement may be terminated. It is suggested that the termination should be only on the grounds of any serious / grave violation of rules & regulations or in the case of illegal/ illicit activities. Also there should be priority given to the scope of corrective measures by the agency.	Agreed, decision of comptent authority will be final in such cases.
5	5) H1 bidder as Highest Revenue Sharing percentage to IMC – It is suggested that the bidding of the project should be only on shared revenue percentage and annual premium should be fixed for full tenure of the project.	As per tender document.

6	Bidding variance : Keep H1 Bidder as highest revenue sharing percent to IMC & fix the annual premium to IMC. (page No.24 &25)	As per tender document.																												
7	Project Tenure : Project tenure should be at least 30 years. As per the govt Norms lease should be 99 years in other projects , which will help to develop the project on a slab basis. In this project Tenure mentioned for 15 years only (including development period) which was not justified for long term.	Refer pre bid reply																												
8	Termination : Termination word should be removed from tender , This will affect the Project & also create doubts in peoples . We request you to please use the word suspension in case of serious offence & after giving a 3 time warning letter . Also do not stop all the activities , just put word activity (which is against only that activity where we have found the error).	Refer pre bid reply																												
9	Lease premium : Please change the word immediately against the lease premium, due to the development period we are investing in capital cost & we are unable to pay the High amount of lease decided by IMC without any earnings from Project. We have requested you to please start the lease premium after 2-3 years , to run the project smoothly.	Refer pre bid reply																												
10	Annual Concession : As per the Tender , mentioned , "the annual concession fee shall be paid quarterly during concession period & the same shall be increased after every year @ 8%compounded annually" This clause should be revised , If we pay annual concession fees 8% on compounded this will affect our EBITDA & Project will not be viable in long term. We have prepared one Revenue estimate on the basis of area and cost analysis , the model suggests that there is initial growth in the project & subsequently a decrease in revenue is projected.	Refer pre bid reply																												
11	<p>12 Lakh compounded annually</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Revenue</th> <th>Revenue Share</th> <th>Fixed Premium</th> </tr> </thead> <tbody> <tr> <td>1st Year</td> <td>74.19</td> <td>26.01</td> <td>12</td> </tr> <tr> <td>5th Year</td> <td>43.654</td> <td>39.015</td> <td>17.64</td> </tr> <tr> <td>10th Year</td> <td>100.08</td> <td>54</td> <td>25.92</td> </tr> <tr> <td>15th Year</td> <td>122.7</td> <td>43.2</td> <td>38.1</td> </tr> <tr> <td>20th Year</td> <td>-31.92</td> <td>36</td> <td>55.92</td> </tr> <tr> <td>25th Year</td> <td>-75.45</td> <td>38.25</td> <td>82.2</td> </tr> </tbody> </table>	Year	Revenue	Revenue Share	Fixed Premium	1st Year	74.19	26.01	12	5th Year	43.654	39.015	17.64	10th Year	100.08	54	25.92	15th Year	122.7	43.2	38.1	20th Year	-31.92	36	55.92	25th Year	-75.45	38.25	82.2	
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12	The tenure of the project should increase from 15 to 30 years as the initial investment in the project will be approx. 15-20 cr and 30 years will be suitable time to recover investment and earn revenue from it. I also want to mention that there are many government project that are given out on lease for 30 years or more example Madhya Pradesh Tourism Board provides land bank for projects up to 20 cr up to 90 years (Copy attached)	Refer pre bid reply																												
13	The number of the boating house is mentioned in the tender 10, Instead of mentioning the number, the minimum or maximum range should be mentioned so that the boating house can be increased as per the future opportunities.	As per tender document.																												
14	It is mentioned in the tender that a Ghat to be constructed, which can be a safety hazard instead of ghat a lakeside park, can be developed.	can be proposed in technical submission.																												
15	The termination clause must be clarified and agency should only be terminated in case of any illegal/illicit activities or in account of any serious offence.	Refer pre bid reply																												
16	The annual premium fee should be fixed. And bidding should be on the basis of highest revenue share percentage	Refer pre bid reply																												
17	Annual premium should start after completion of civil work. Because civil work will take at least 2 years, hence the fees should also be started only after 2 years.	Refer pre bid reply																												
18	The tenure of the project should increase up to 30 years, which should exclude 2 years of development period. Initially agreement for 20 years subsequently for 5-5 year's extension, if work is satisfactory. I would like to mentioned the reference of similar tender raised by the IMC in 2023 for Regional Part at Piplya Pala, Indore which had tenure for 27 years	Refer pre bid reply																												
19	The annual concession "fee" should be fixed and as increasing 8%, Compounded annually will lead to higher concession fee by the end of the 21st year it will reach up to 60 lakhs per annum, which will be a burden on the agency. Business cycle suggest slight decrease in the revenues and the rising premium will hamper business growth. It is suggest that the H1 bidder should be Highest in revenue sharing percentage to IMC	Refer pre bid reply																												
20	The term "Termination" must be clarified as there is a huge investment in this project, there should be a provision for penalty for any irregularities. If grievances are serious in nature and repeating subsequently, temporary suspension can be imposed.	Refer pre bid reply																												
21	In tender it is mentioned "ECO Boat Club "world Eco boat club should be replace with Boat Club because motor boats are propelled with OBMs	As per tender document.																												
22	If case of suspension only the suspended activity should not be allowed to operate until rectification is done.	Refer pre bid reply																												

23	Kindly define the role of IMC in maintaining the lake water quality and curbing the problem of water pollution.	IMC will be only responsible to check sewer inflow in lake premises from nearby colonies.	
24	<p>ELIGIBILITY FOR BIDDERS:</p> <p>(a) At the time of submission of the Bid the bidder should have valid registration with the Government of Madhya Pradesh, PWD in appropriate class. However, such bidders who are not registered with the Government of Madhya Pradesh and are eligible for registration can also submit their bids after having applied for registration with appropriate authority.</p> <p>(b) The bidder would be required to have valid registration with MPPWD in appropriate class at the time of signing of the Contract.</p> <p>(c) Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.</p>	Since the tender is not for EPC civil work and construction request to remove the PWD class requirement in eligibility.	MP PWD registration is mandatory.
25	<p>Phase-I of lake development:- A modern and ecofriendly structure around 100 sq.m. can be constructed as waiting lounge and ticketing counter which will be connected to a floating deck to boat the boats. Electricity expenses of such units will be beared by agency. Phase-II of Bilawali lake:- IMC has adopted a comprehensive plan which will be implemented in next two years on PPP basis. Infrastructure development of all the components will be under the scope of appointed agency with their own source of funding except civil works covered under AMRUT 2.0 scheme. Appointed agency will be responsible for Operation and Maintenance of Entire Lake premises. Components taken in the Phase-II of master plan development include following items. Mandatory components of Phase-II development by appointed agency:-</p> <p>1. Entrance and Parking: The design should reflect the club's character, ensure smooth traffic flow, incorporate security features, enhance the environment with landscaping, provide sufficient parking, and promote accessibility for all members. Stakeholder feedback and cost analysis are essential for a successful project.</p> <p>2. Musical Fountain: Mesmerizing musical fountain show, beautifully illuminated with synchronized lights and captivating sound, celebrating the rich cultural heritage of Indore city.</p>	The bidder should be allowed to propose a revised master plan and deviate fairly from the proposed scope of activities and be allowed to introduce and replace new activities due to bidder expertise, current trends to boost tourism and the objective of optimization of revenue stream.	Mandatory activities mentioned in Bid will be binding for the bidder to operate, additional activities can be proposed and operated only after approval from comptent authority. However latest decision of Hon'ble NGT regarding Bilawali lake should be considered before planning any activity.
26	IMC intends to select a Concessionaire for Operation and maintenance of Eco Boat Club on land admeasuring an area of 7000 sq ft (Approximately) at Bilawali lake viewpoint; along with its operation and maintenance for a concession period of 15 Years; in accordance with the provisions of the RFP Document.	Since we plan to introduce different activities and zones the successful party shall require space for reception area, guest holding area, ticketing counter, offices, storage, service area etc so request that minimum 20000 sqft. Be allotted to accommodate the compulsorily required facilities to operate the centre.	
27	<p>Page 19, Clause (3) TERMS OF REFERENCE</p> <p>A, 4th Para - The prospective bidders must quote the Annual Premium Fee (the "Annual Concession Fee") and percentage sharing of revenue from tickets of services like entry ticket, parking fees, paddle boating, jetski, banana boat, musical fountain, kayaking, donout boat, house boat and other water sports activities except trades like restaurant etc. The Bidder quoting highest Annual Concession Fee and shared revenue will be selected as Concessionaire for the Project. Additional water sports or other activity can be added with mutual consent between IMC and appointed concessionaire. Point after Point 1. - Operation of floating restaurant, boat house, kids play area etc</p>	Both points are contradicting as revenue from resturant will be shared by IMC, so the 4th para has modified and the sentence "except trades like resturant" should be removed.	Revenue from sale of any commodity will not be shared to IMC. However apart from restaurant any other activity regarding sale of any item/commodity will be allowed only after approval from comptent authority and additional revenue sharing in such cases will be applicable.
28	The boat owner shall have the right to select and appoint any number of employees as it may deemed for smooth operation and functioning of the property however the staff for boat operation must have training license with life saving techniques from Rashtriya Life Saving Society (India).	As gov, of Tourism gov. of India has appointed National Institute of Water sports to train and Govern water sports activities in India, request you to change the clause and allow NIWS trained and licensed operators to operate the activities.	Agreed
29	Terms & conditions for operation of Boat club and other water sports activities:- oo. Light helmets (ISI approved) shall should be made mandatory for the passengers	Water sports activities does not require helmet with lights as per norms however lifejackets will be provided for all water based activities operated.	Agreed

30	Point 8- The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for construction of the work. All costs shall have to be borne by the bidder. Point 10- The bidder is expected to examine carefully all instructions, conditions of contract, the contract data, forms, terms and specifications, bill of quantities, forms and drawings in the Bid Document. Bidder shall be solely responsible for his failure to do so.	The scope of work should be well defined with technical specifications of the items and minimum quantities and BOQ also should be provided for the Participants to have a level playing field.	Marking will be done in technical evaluation accordingly
31	Page 23 - Part 2 - This shall be known as Envelope B b) All relevant license including PWD registration, FSSAI license, Power boat handling license issued by NIWS/YAI, Horticulture license. c) Membership of Adventure Tour Operator Association of India	Kindly remove the clause because as per Indian Govt. norms PWD/FSSAI License and horticulture license are not required for these mentioned scope of activities. Only NOWS license and certifications are required.	Refer pre bid reply
32	Page 23 - Part 2 - This shall be known as Envelope B b) All relevant license including PWD registration, FSSAI license, Power boat handling license issued by NIWS/YAI, Horticulture license. c) Membership of Adventure Tour Operator Association of India	Kindly remove the clause because as per Indian Govt. norms PWD/FSSAI License and horticulture license are not required for these mentioned scope of activities. Only NIWS license and certifications are required.	Refer pre bid reply
33	Bid data sheet - For Section 2 - ITB 4 Whether Joint-venture is allowed Yes	In order to filter the participants of the tender to be genuine and experienced JV bids should be allowed in the tender and single entities having similar experience should be considered for the tender	As per tender document.
34	1) Fixation of Annual Concession fees - As mentioned in the tender the Annual concession fees to be compounded annually at the rate of 8% per annum, we request to fix the annual concession fees reason being that a yearly increment of 8% that to compounded annually will rise the fees to a very high levels in later stages of the project. The disadvantage of high annual fees will be - a) It will limit the agency ability to invest into new activities which will eventually impact the growth of business b) The rising annual concession fees will affect the pricing of the product and activities offered. As it will compel agency to rise the ticket prices and eventually the burden of high annual concession fees will be over consumer c) Every business/project function in a business cycle of growth peak and recession the incrementing annual fees will affect the business revenue model and will make it unviable to operate in long run. It is then suggested that the annual fees should be fixed which would help the agency to invest periodically into new activities, help in curbing the price rise. To factor in the inflation IMC is also charging the percentage on revenue as the revenue and price of ticket Increases it will also increase the revenue share for IMC.		Refer pre bid reply
35	(2) Termination Clause - As mentioned in the tender page no 20-point "y", "on violation of conditions of agreement for more than three times the agreement may be terminated". It is suggested that the conditions of termination should be more clearly specified and should be applicable only in the case of Grave/Serious offence. Priorities should be given firstly to the Remedial and corrective measures by the agency before any such termination.		Refer pre bid reply
36	Tenure of the Project- The tenure mentioned in the bid is 15 years extendable for minimum 2 years maximum up to 21 years. It is suggested that the tenure of project should be 30 years as the project is very high capital intensive it require sufficient period to break even and then make it profitable. Also there are many PPP projects given by the government on the lease period of 30 years and up to 90 years		Refer pre bid reply
37	Indemnity clause- In scope services it is mentioned that "All passengers to sign an indemnity bond" it is suggested that signing of indemnity can become a tiring process for agency and passengers. Instead of signing the indemnity the agency should place clause of indemnity board in both Hindi and English language at ticket counter and boat club, and a message to be printed on ticket that the "buyer of the ticket agree by the terms and condition of indemnity bond displayed at booking window". MPT boat club at various venues (A printed MPT ticket is also attached with this letter) conducts the same practice		As per tender document

38	<p>Terms and condition to operate Boat club - As mentioned in tender terms and condition to operate boat club in point "oo" Light helmets are made mandatory for the passengers. It is to mention that light helmets are used in water activities, which are carried out in turbulent waters examples - Rafting. As Nilawali, lake is still water body and there are no scope of activities like rafting the use of helmets should not be made mandatory. In the same terms and condition point "rr" says that the operator shall strictly ensure that passengers are free from health medical problems such as blood pressure, heart problems etc. The water sports agency are not expertise in detail of such medical examinations and again it will be time consuming and tiring for both agency and passengers to carry out this examination for the activities, which are very basic and simple in nature. It is suggested that the agency will be made to provide display message in Hindi and English regarding medical awareness and brief the passengers in safety briefings.</p>	Agreed
39	<p>The moratorium period for lease premium - As mentioned in the tender the payment of lease premium will start after 1 year from commencement of the project. It is requested to extend this period up to 2 years as construction and development of all activities will take at least 2 years some of the project activities construction depends on the completion of infrastructure development proposed under AMRUT 2.0 SCHEME. In addition, the master plan mentioned in tender document (Figure 5) has mentioned that phase two of the project can be implemented in next 2 years.</p>	Refer pre bid reply
40	<p>Financial Bid- The tender document has mentioned Highest Revenue sharing percentage(H1) to IMC will be awarded with contract but in the financial bid format H1 bidder = highest quoted amount of total (A) + (B) amount is mentioned. It is suggested again that the annual premium is to fixed for full tenure and the bidding should be on the highest revenue sharing percentage (H1)</p>	As per tender document.
41	<p>1- The tenure of the project should increase from 15 to 30 years as the initial investment in the project will be approx. 15-20 cr and 30 years will be suitable time to recover investment and earn revenue from it. I also want to mention that there are many government project that are given out on lease for 30 years or more example Madhya Pradesh Tourism Board provides land bank for projects up to 20 cr up to 90 years (Copy attached)</p>	Refer pre bid reply
42	<p>The number of the boating house is mentioned in the tender 10, Instead of mentioning the number, the minimum or maximum range should be mentioned so that the boating house can be increased as per the future opportunities.</p>	Refer pre bid reply
43	<p>It is mentioned in the tender that a Ghat to be constructed, which can be a safety hazard instead of ghat a lakeside park, can be developed.</p>	Refer pre bid reply
44	<p>The termination clause must be clarified and agency should only be terminated in case of any illegal/illicit activities or in account of any serious offence.</p>	Refer pre bid reply
45	<p>The annual premium fee should be fixed. And bidding should be on the basis of highest revenue share percentage</p>	Refer pre bid reply
46	<p>Annual premium should start after completion of civil work. Because civil work will take at least 2 years, hence the fees should also be started only after 2 years.</p>	Refer pre bid reply
47	<p>Termination must be done only under grave/serious offence of agreement: As mentioned on page No.20-21, termination clause should be removed and also activities should not be stopped. Only on serious note you should stopped the related activity till the proper certification against the same.</p>	Refer pre bid reply
48	<p>Lease premium payment should be start after 2 years: It is difficult to pay lease amount for us, before starting the activities on allotted area, as in construction period there are no Revenue generation, please reconsider the same. (Page No 18)</p>	Refer pre bid reply
49	<p>Tenure of the project should be 30 years: In project also, govt. will allot the 99 years lease, so this term also reconsider & upgrade till 30 years in (25+2+2+1) (PageNo.3)</p>	Refer pre bid reply
50	<p>Limitation on Boat Houses: Please reconsider this term or upgrade Minimum 10 & maximum 20, As this is the special & dream project of Indore, we will not lose the peoples to enjoy the activities & More peoples come, it will definitely help to advertisement on global level also. We cannot go with the limitations. (page No.16)</p>	Refer pre bid reply
51	<p>Annual Premium fixing & Percentage sharing: keep the H1 bidder for highest revenue sharing to IMC & Annual premium should be fixed, it helps to run the business lang term</p>	Refer pre bid reply
52	<p>Light helmet: Light helmet word should be removed from Tender; due to We are operating all the activities in the lake & Helmet is compulsory for River rafting & rash activities. (page No.21)</p>	Refer pre bid reply
53	<p>The annual concession fee should be fixed, without any increase.</p>	Refer pre bid reply
54	<p>The term "Termination" must be abolished, there should be a fixed penalty for any irregularities.</p>	Refer pre bid reply
55	<p>There should be relief on the lease premium for the period of uncertainty like pandemic, epidemic, riot, natural calamity etc.</p>	Agreed but decision of competent authority will be final.
56	<p>If any serious crime detected the penalty or notice of not repeating should be issued instead of any termination.</p>	Refer pre bid reply
57	<p>The tenure of the project should be 99 years after excluding 2 years of development, and the extension time should be 5 years after 20 years of lease.</p>	Refer pre bid reply
58	<p>The boat house build numbers should not be fixed as it depends upon the market response.</p>	As per tender document.
59	<p>There should be a provision of floating restaurant rather than a lake side because the space is not big enough. A Floating restaurant will attract more public and it will be a unique option.</p>	As per tender document
60	<p>The H1 bidder should be Highest in revenue sharing percentage to IMC.</p>	As per tender document.
61	<p>The annual premium should be fixed to IMC.</p>	Refer pre bid reply
62	<p>If case of suspension only the suspended activity should not be allowed to operate untill rectification is done</p>	Agreed