

INDORE MUNICIPAL CORPORATION, INDORE

APPENDIX 2.10 TENDER DOCUMENT FOR PREMIUM RATE BASIS TENDER

NIT Number and Date : 07/EE/WWD/26-27/E-TENDER-G-1 28/04/2026

Agreement Number and Date : _____

Name of Work : Development of Bilawali lake, Khandwa Road, Indore on Public Private Partnership (PPP) model for Operation of water sports activities in defined area including Paddle boating, Sailing, Kayaking, Water Craft Vehicle (Jetski/PWC), Musical Show & Fountain, Boat House, Lake Side Restaurant with ecofriendly structures and other outdoor activities for public space development & recreational activities. (Second Call)

Name of the Contractor : _____

Probable Amount of Contract

(Rs. In Figure) :

(Rs. In Words) :

Stipulated Period of Completion : 15 Yrs (including development period) + extendable for minimum 2 years, (maximum up to 21 years)

Tender Document

Table of Contents

Section No	Particulars	Page No
Section 1	NIT	
Section 2	Instructions to Bidders (ITB)	
	(1) Scope of work	
	(2) Master Plan For Public Space Development on PPP Model	
	(3) Term of Reference	
	Bid Data Sheet	
	Annexure-A to M	
	Annexure - A- Key Dates	
	Annexure –B- Affidavit	
	Annexure –C- Pre Qualification Criteria	
	Annexure –D- Special Eligibility Criteria	
	Annexure –E- Specifications	
	Annexure –F- Procedure for participating in E-tendering	
	Annexure –G- Joint Venture	
	Annexure –H- Organizational Details	
	Annexure –I- Technical Proposal	
	Annexure –J- Financial Bid	
	Annexure –K- Materials to be issued by department	
	Annexure –L- Letter of Acceptance (LOA)	
	Annexure –M- Performance Security	
	Section 3	Table of Clauses
Part-I General Conditions of Contract (GCC)		
Contract Data		
Annexure –N- Drawings		
Annexure –O- Detail of milestones		
Annexure –P- Compensation of Delay		
Annexure –Q- List of Equipment for Quality Control Lab		
Annexure –R- Price Adjustment		
Annexure –S- Bank Guarantee form for Mobilization & Machinery Advance		
Annexure –T- Bank Guarantee Form for Secured Advance		
Annexure –U- Physical Completion Certificate		
Annexure –V- Final Completion Certificate		
Annexure –W- Salient Features of Labour laws		
Part-II Special Conditions of Contract (SCC)		
Section 4	BILL OF QUANTITIES (B.O.Q.)	
Section 5	Agreement Form	

Section – 1

INDORE MUNICIPAL CORPORATION, INDORE

JAL YANTRALAY & DRAINAGE DEPARTMENT
DETAILED NOTICE INVITING TENDERS

E-mail : eestpindore@gmail.com

TENDER NOTICE

NIT No. **07/EE/WWD/26-27/E-TENDER-G-1**

Date:- **28/04/2026**

Premium rate basis online tenders are invited for following works. Tender forms may be purchased online by the experienced and reputed firm/ agencies/contractors registered in centralized registration of M.P. P.W.D.

S. No	Name of work	Earnest money deposit (Rs.)	Cost of Tender form (Rs.)	Applicable SOR	Completion Time
1.	Development of Bilawali lake, Khandwa Road, Indore on Public Private Partnership (PPP) model for Operation of water sports activities in defined area including Paddle boating, Sailing, Kayaking, Water Craft Vehicle (Jetski/PWC), Musical Show & Fountain, Boat House, Lake Side Restaurant with ecofriendly structures and other outdoor activities for public space development & recreational activities. (Second Call)	3,00,000/-	30,000/-	Public Private Partnership (PPP)	15 Years (including development period) + extendable time

Note:- Earnest money deposit online payment through Debit Card/ Credit Card/ Internet Banking or System Generated Challan

- CONTRACTOR SHOULD HAVE TO SUBMIT EPF NO., NOTARIZED ORIGINAL AFFIDAVIT ON THE STAMP OF Rs. 500, GST & PWD REGISTRATION WITH ONLINE TENDER DOCUMENT.**
- CONTRACTOR SHOULD HAVE BE REGISTERED IN CERTRALISED REGISTRATION SYSTEM OF PWD. TENDERER COMPULSORY TO REGISTERED IN CENTRALISED REGISTRATION SYSTEM BEFORE EXECUTE AGREEMENT.
- ACCORDING TO THE RULES, ACCORDING TO THE RATE AT WHICH GST WILL BE APPLICABLE TO THE CONTRACTOR, PAYMENT OF GST WILL BE DONE SEPARATELY TO THE CONTRACTOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR PAYING THE LEVY FEE (DUTY) TOLL, ALL EXCEPT GST. IN THE TENDER TO BE SUBMITTED BY THE TENDERER, THE ABOVE AMENDMENT WILL BE SUBMITTED BY THE GST WITHOUT TENDERING RATES.
- CHIEF ENGINEER URBAN ADMINISTRATION AND DEVELOPMENT M.P. ACCORDING TO THE CIRCULAR OF BHOPAL, THE NUMBER / / 07/2018/1201 BHOPAL DATED 3/2/2018, ACCORDING TO THE CLAUSE 17 .4 SECTION 03 OF THE TENDERER FORM CONTAINS THE NECESSARY MODIFICATIONS IN RELATION TO THE TEST OF MATERIAL INVOLVED.
- IT IS COMPULSORY FOR CONTRACTOR TO PURCHASE AND USE BRICKS, PAVER BLOCK, CHAMBER COVER, GSB, ETC. FROM CND WEST'S PLANT LOCATED ON TRENCHING GROUND, FAILING WHICH THE BILL WILL NOT PASS. 20% PURCHASE RECEIPT WILL BE MANDATORY.

Important Dates for Tender processing is as under:-

1- Last date for Purchase & Submission of Tender document :- **28/05/2026 before 05.30 P.M.**

2- Earnest Money and Technical bid will be opened online on :- **29/05/2026 after 05.30 P.M.**

Tender document and other details shall be available on:-

Website - <http://mptenders.gov.in>

Executive Engineer
Indore Municipal Corporation, Indore

Notice Inviting e-Tenders
INDORE MUNICIPAL CORPORATION, INDORE

NIT No. **07/EE/WWD/26-27/E-TENDER-G-1**

Date :- **28/04/2026**

Online Premium rate basis bids for the following works are invited from registered contractors and firms of repute fulfilling registration criteria:

S. No	Name of work	Earnest money deposit (Rs.)	Cost of Tender form (Rs.)	Applicable SOR	Completion Time
1.	Development of Bilawali lake, Khandwa Road, Indore on Public Private Partnership (PPP) model for Operation of water sports activities in defined area including Paddle boating, Sailing, Kayaking, Water Craft Vehicle (Jetski/PWC), Musical Show & Fountain, Boat House, Lake Side Restaurant with ecofriendly structures and other outdoor activities for public space development & recreational activities. (Second Call)	3,00,000/-	30,000/-	Public Private Partnership (PPP)	15 Years (including development period) + extendable time

1. All details relating to the Bid Document(s) can be viewed and downloaded free of cost from the website mentioned in NIT.
2. Bid document can be purchased after making online payment of portal fees through Credit/Debit/Cash Card/internet banking.
3. At the time of submission of the Bid the eligible bidder shall be required to:
 - i) pay the cost of Bid Document;
 - ii) deposit the Earnest Money;
 - iii) Submit a check list; and
 - iv) Submit an affidavit.

Details can be seen in the Bid Data Sheet
4. **ELIGIBILITY FOR BIDDERS:**
 - (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.
 - (b) The bidder would be required to have valid registration with MPPWD in appropriate class at the time of signing of the Contract.
 - (c) Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.
5. **Pre-qualification** – Prequalification conditions, wherever applicable, are given in the Bid Data Sheet.
6. **Special Eligibility** - Special Eligibility Conditions, if any, are given in the Bid Data Sheet.
7. The Bid Document can be Purchased and submission only Online **up to 28/05/2026 (05:30 PM)**
Other key dates may be seen in Bid data sheet.
8. Amendment to NIT, if any, would be published on website only, and not in Newspaper.

Executive Engineer
Indore Municipal Corporation, Indore

SECTION 2

INSTRUCTIONS TO BIDDERS (ITB)

A. GENERAL

1. SCOPE OF WORK

Indore Municipal corporation intends to lease Bilawali Lake premises for Public Outdoor activities including Paddle Boating, Motor boating, kayaking, Boat house, Lake side restaurants, Musical show and fountains and other possible activities as per the approved master plan for public entertainment on Public Private Partnership following the Guidelines of Hon'ble National Green Tribunal.

General Information :

Indore city is located in center of Indore District, situated on fertile Malwa Plateau at 22°43'N latitude and 76°42' E longitude. Indore is located at an average altitude of 553 m above Mean Sea Level (MSL).

Indore, a 2.0 million plus city today has transformed from a traditional commercial urban center into a modern dynamic commercial capital of the state. Indore, the most prominent city of Madhya Pradesh is situated on the western part of the Malwa (historically known as Deccan plateau) on the banks of two small rivers, the Khan and the Saraswati.



Figure 1 - Rajwada Palace, Indore

LAKE HISTORY - Indore is the city of the lakes from historical era relies on its constructed lakes for its water supply. Throughout its development, the city has consistently recognized the vital role of its lakes and integrated their importance into its urban planning. Indore boasts 24 lakes, including Sirpur Lake and Yashwant Sagar Lake, both declared **Ramsar sites** by the Government of India.

Indore is one of the selected cities under AMRUT 2.0. As per the Operational Guidelines issued by Ministry of Housing and Urban Affairs, each municipality shall select three water bodies for rejuvenation of them, Indore Municipal Corporation selected:

1. Small Sirpur lake

2. Bilawali Lake

3. Limbodi Lake

When the Holkars shifted their capital from Maheshwar to Indore, the lack of planned development regarding essential facilities such as water supply, drainage, sanitation, and waste disposal became evident. Consequently, the first municipality in Indore was established in 1870, with Bakshi Khajan Singh appointed as the chairman. In 1906, the Indore municipality initiated its own powerhouse and established a new water supply system sourced from the **Bilawali water body**

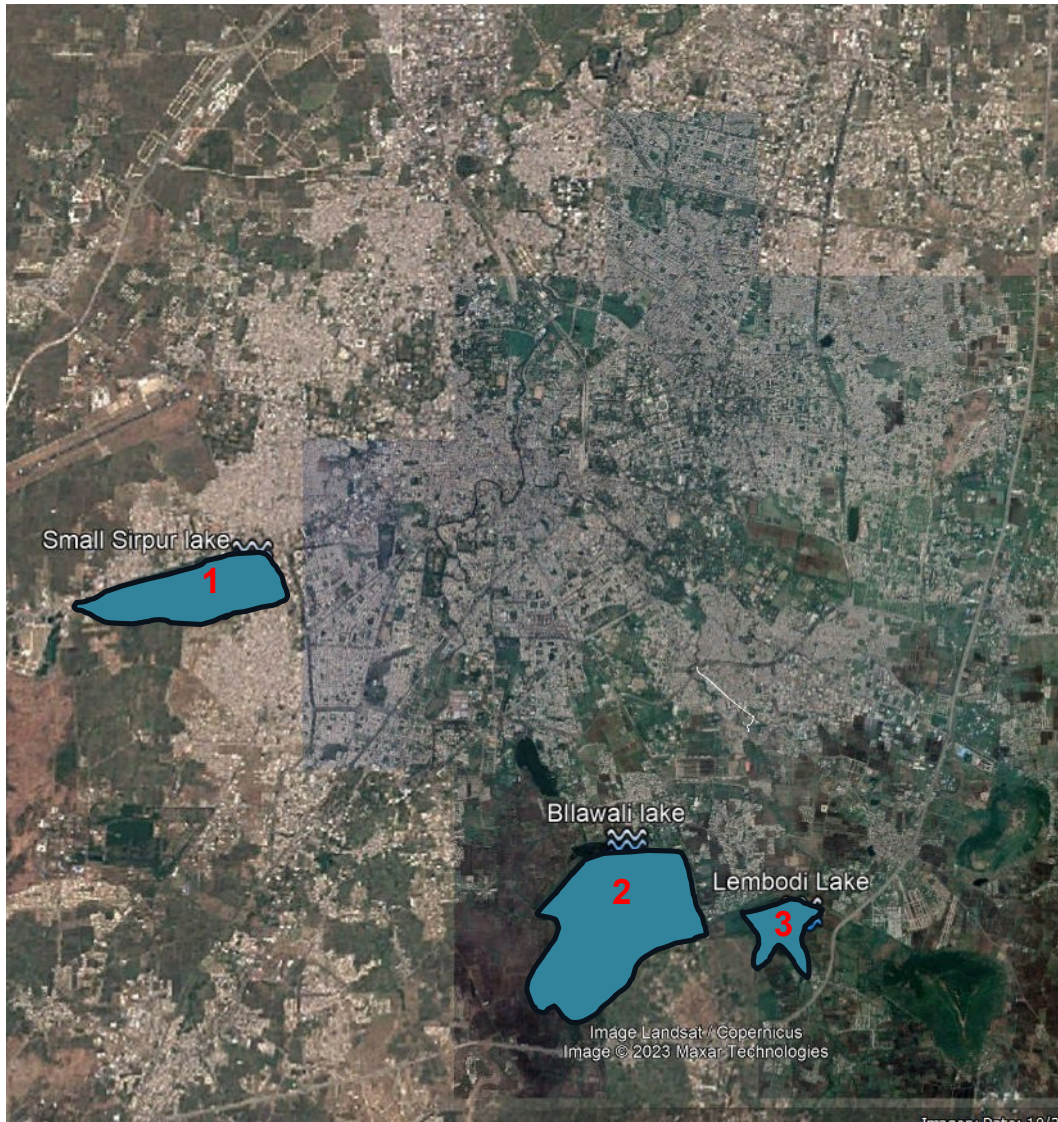


Figure 2 - Selected lakes for rejuvenation by Indore Municipal Corporation.



DETAILED TOPOGRAPHICAL SURVEY PLAN OF
BILAWALI TALAB

INDORE MUNICIPAL CORPORATION, INDOR

SHEET DRAWN BY SHEKHAR NIDHANI DEALT BY SAHDEVY SAMENI NO. 91 9000 8003 DATE

About Bilawali Lake:

Bilawali Lake is located on Indore-Khandwa Road in Indore. The total area of the lake and its surrounding protected region is 400 hectares (around 4 square kilometers) and falls under the jurisdiction of the Indore Municipal Corporation. Major source of water is Rainfall and catchment runoff.

TOPOGRAPHY - With an objective to establish and understand the overall profile detailed topography and Catchment of Bilawali lake a surveys map and details of lakes given below:

Location details of the water Body	Khandwa Road Tahsil Indore District Indore
GPS location	LA. 22o 39'22.40369"N / LO. 75o 52'23.42094"E
Water Depth(in m)	During monsoon Depth =9.50 (M) / Non - monsoon Depth = 7.00
Ownership of the water body	Indore Municipal Corporation
Catchment Area	3538.00 ha
Wetland Area	387.83 ha

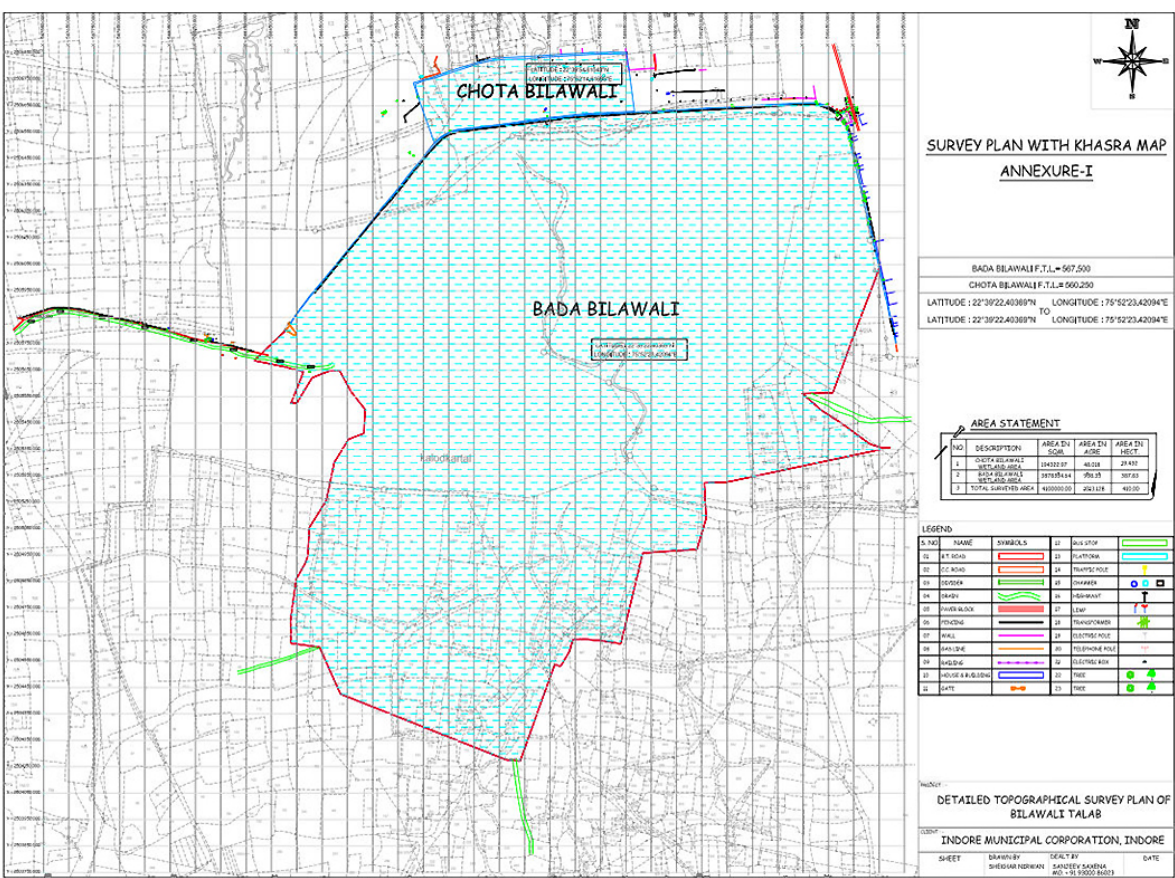


Figure 3 - Bilawali lake a survey map

LAND USE - Major land use within zone of influence (provide as approximate % of catchment area) :

Forests	0.00 %
Plantation	4.00 %
Agriculture	44.00 %
Settlement (Rural)	4.00 %
Settlements (Urban)	48.00 %
Industrial	0.00 %

Bilawali Lake (Current Scenario)

A broad level assessment of catchment area of Bilawali Lake has been done. Detailed survey of the lakes has been conducted to find out lake physiography. The existing lake earlier is used for drinking water supply scheme for Indore city from 1934 to 2015, but due to pollution issue and water level decreasing issues the water using from these lake stop.

Existing Infrastructure:

Entrance area:

The entrance gate is located on Main Khandwa Road. However, due to the lack of signage and proper design, it can be somewhat difficult to notice. The entrance area does offer a few amenities, including a toilet block and a guard room. Additionally, metal fencing lines both sides of the entrance to separate it from adjacent properties.



Pathway:

A natural pathway extends along the entire length of the bund; however, its characteristics vary in different sections. For most of the pathway's length, railings are present along the lakeside, while a natural slope is maintained on the external boundary side. The pathways are surfaced with gravel on top and compacted soil for the most part. In the inner areas, the pathway remains largely undeveloped, retaining its natural bund state.



Banks:

The bank of the bund extends along its entire length, with its characteristics varying in different sections. Stone pitching work has been completed on most of the bank at an early stage, although re-strengthening is needed in most areas.



Viewpoint:

There are two different viewpoints: one is located at the entrance of the lake area, which is currently unusable due to its poor condition, with barricades preventing access to it. The other viewpoint is situated somewhere in the middle of the bund length. However, it is in decent shape, with a concrete base that can also be used as seating space.



Lake Boundary:

Despite the challenge of encroachment, there are active efforts to preserve the lake's integrity. Although illegal constructions have appeared along the south and northwest edges, there's a growing agreement on the urgent need to prevent more encroachment in these areas. This proactive approach shows the community's dedication to safeguarding the lake's natural beauty and ecological harmony. It ensures that the lake remains a cherished resource for future generations to appreciate and enjoy.



Jack Well:

A Jack well is a type of intake tower where the water level is practically maintained. The structure, constructed in the form of a chhatra, and equipment dating back to the Holkar period are still in good condition, making it an attractive point for visitors to observe.



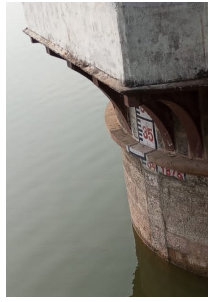
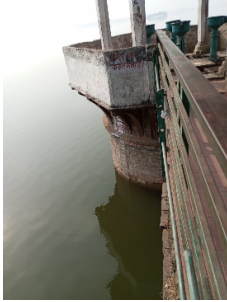
Spillway:

The spillway structure is made of RCC (Reinforced Concrete) and stone retaining wall. It is situated at the end of the bund and is used to supply water to Pipliyapala Lake in Indore.



Water level of Lake: There fluctuation in water levels of a lake throughout the year. This is a common occurrence in many lakes, particularly those influenced by seasonal changes in precipitation such as rainy and dry seasons. During the hot summer months, when there's typically less rainfall, the water level of the lake tends to be at its lowest, around the minimum level of 24 – 28 feet. This is because there's less water flowing into the lake from precipitation or other sources, and evaporation rates may be higher due to the heat. After the rainy season, which typically follows the hot summer months, the water level of the lake rises significantly. This is because of increased rainfall, which replenishes the lake's water levels. Depending on the amount of rainfall and other factors,

the water level can rise to its maximum level, which in this case is around 34 feet. This natural cycle of fluctuating water levels is important for the health of the lake ecosystem and Wetland.



Infrastructure Development Proposed under AMRUT 2.0 SCHEME, Construction of these components will continue parallelly by separate contractor appointed by IMC, time period of construction will be 1 year:

- **Construction of Stone Boulder Pitching**
- **Construction of Toe wall to support pitching**
- **Railing at Bund**
- **Construction of Eco Friendly Pathway**
- **Desilting of Lake and plantation**
- **Chain link fencing of boundaries**
- **Illumination of Lake pathways.**
- **Phy-Thoroid Tretment of Lake**
- **Construction of DRIP irrigation system**
- **Concrete lining with Toe wall of Rau Bilawali channel**

Note:- Appointed agencies for water sports activities should co-operate with other civil work agency during construction work of AMRUT-2.0 scheme.

(2) Master Plan For Public Space Development on PPP Model:-

Indore Municipal Corporation has developed Master plan of Bilawali Lake for public space development in two phases. In phase-1 which will be implemented immediately after appointment of agency paddle boating, motor boating, Kayaking or any other eco friendly activities proposed by the agency can be started with development of temporary structures of basic utilities like ticket counter, bio toilet, parking facility and other basic works necessary for operation of boating facility. Revenue sharing to IMC of these tickets will start immediately and lease premium

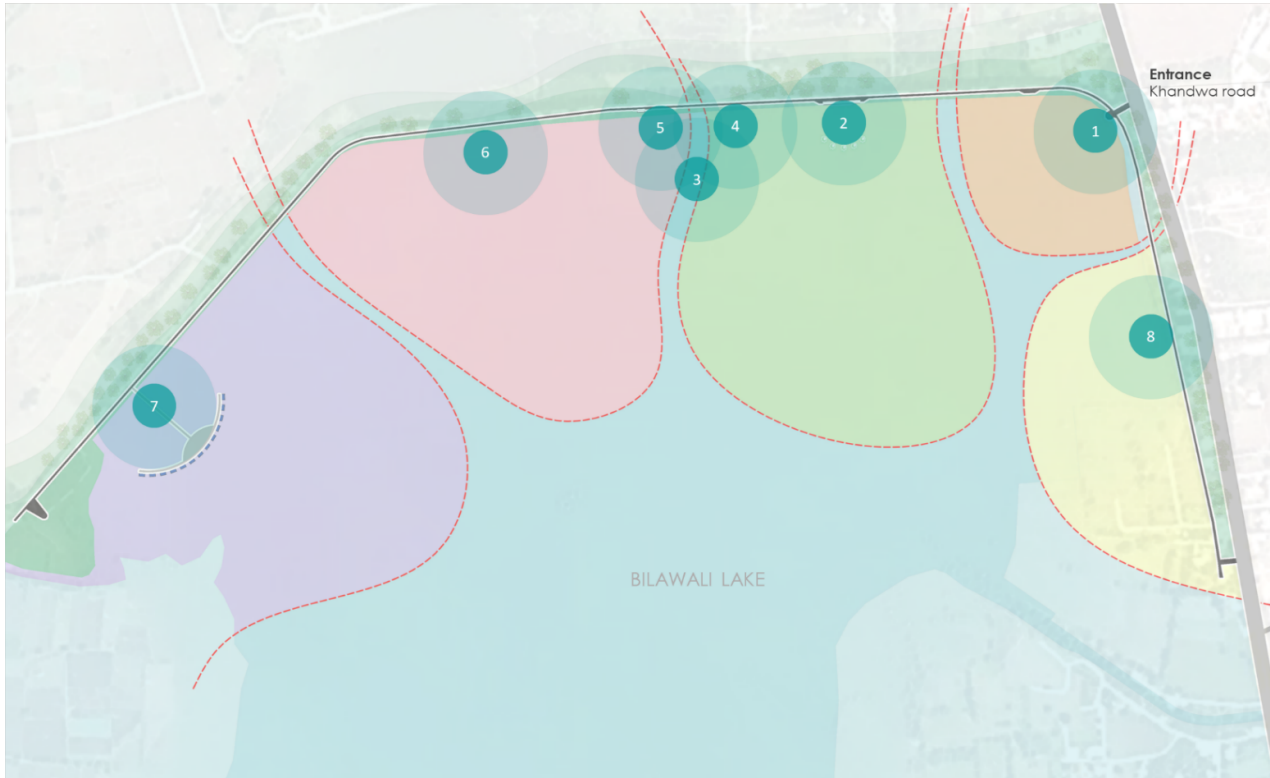


Figure 4 – (1) Entrance and Parking (2) Boating (3) Musical Fountain (4) Ghat (5) Lakeside Restaurant (6) Water Sports Club (7) Boat Houses (8) Food court and kids play zone.



Figure 5 - Master Plan Phases

will start after period of 1 year.

Due to the substantial size of the lake area, a strategic approach was taken in designing the master plan. This involved breaking down the various activities into distinct zones, taking into consideration factors such as accessibility, privacy, and water availability.

Phase-1 of lake development:-

A modern and eco-friendly 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.



Figure 6 - Boating.

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.

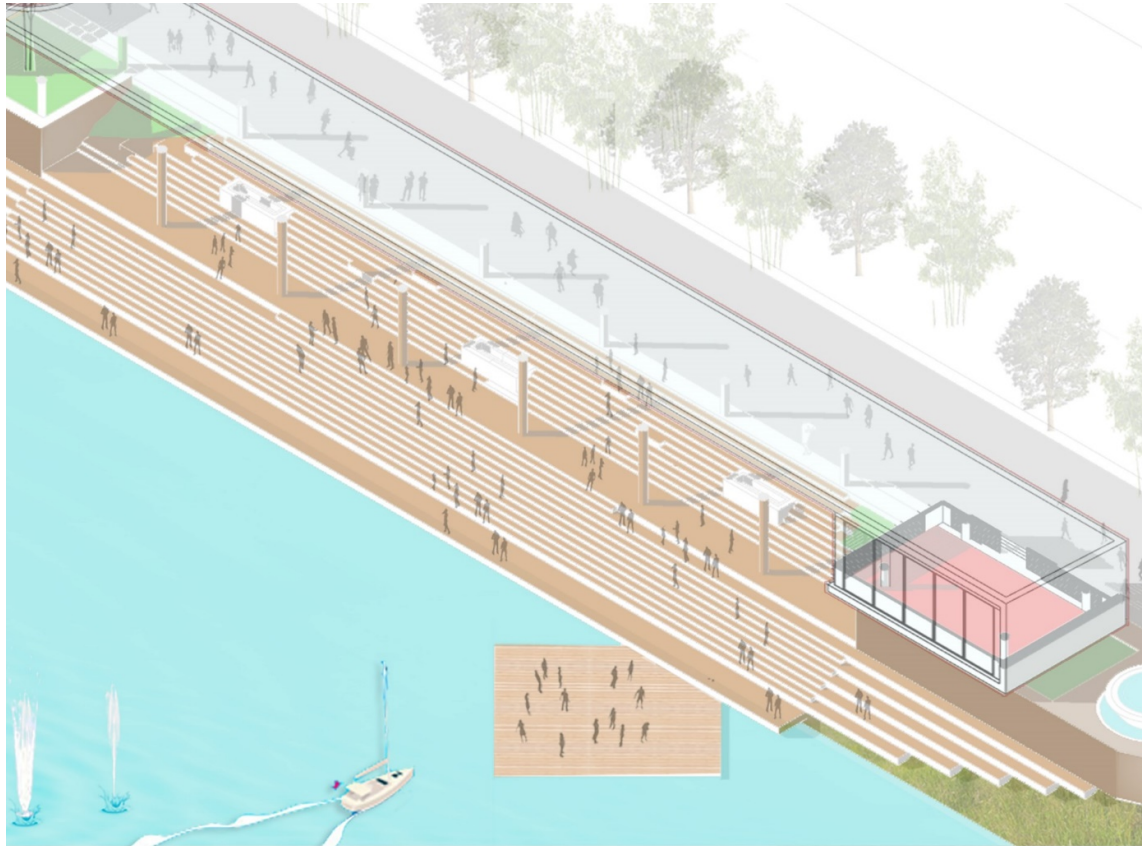
Mandatory components of Phase-II development by appointed agency:-

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.
2. **Musical Fountain:** Mesmerizing musical fountain show, beautifully illuminated with synchronized lights and captivating sound, celebrating the rich cultural heritage of Indore city.

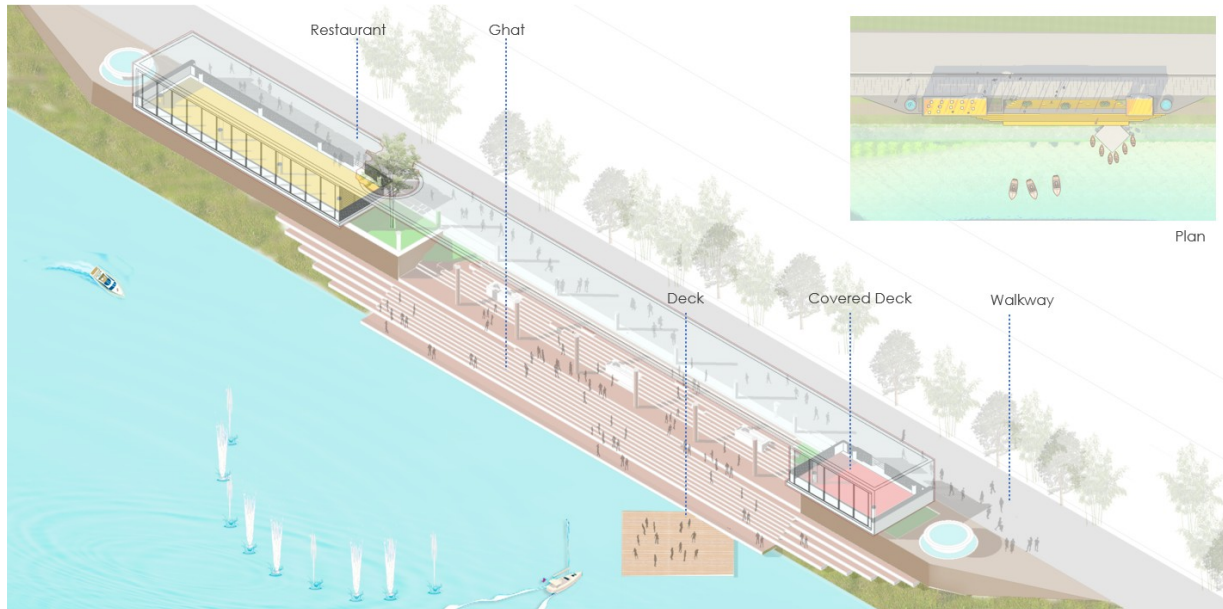


Figure 7 - Musical Fountain and Seating area.

3. **Ghat for public sitting area:** Drawing inspiration from traditional Indian ghats, the seating arrangement was ingeniously designed along the natural contours of the lake embankment. These seating areas not only provide a comfortable vantage point but also serve as the perfect setting for a captivating musical fountain show. Enhanced with synchronized lights and sound, this spectacle aims to showcase the cultural richness of Indore city's heritage while simultaneously educating the public on the paramount importance of water conservation, particularly concerning its lakes. With the Seating capacity for over 500 people and a Covered area of 300 Sq.M.



4. **Lakeside Restaurant:** Our lakeside restaurant boasts a modern design that harmonizes with the tranquil surroundings. Featuring expansive windows and open-air seating, guests enjoy panoramic views of the serene waters. Natural materials like wood and stone create a warm ambiance, while the interior exudes elegance with modern furnishings. Whether dining indoors or on the spacious terrace, guests relish fresh cuisine amidst the peaceful serenity of lakeside dining.



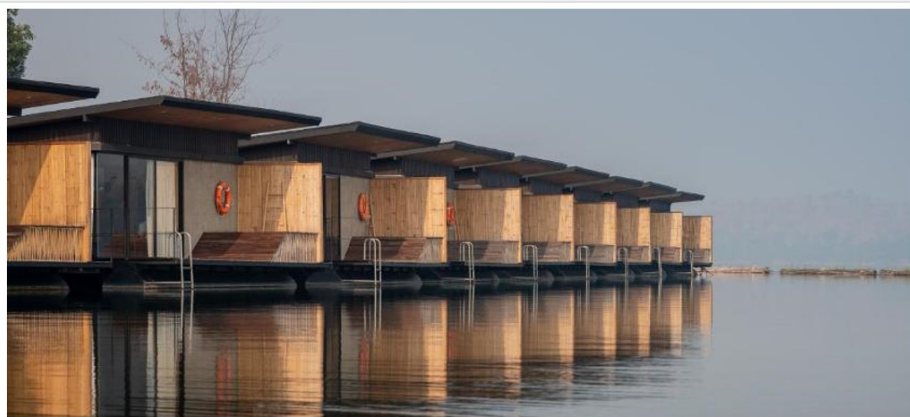
5. **Water Sports Club:**



Establishing a water sports sailing, kayak club, jet ski, motor boat, sail boat, banana boat, donut boat offers revenue opportunities through memberships, event hosting, equipment rentals, sponsorships, merchandise sales, and venue rentals and rides. Beyond profits, it fosters community engagement, promotes active lifestyles, and conserves natural waterways.

6. Boat Houses : Offering private lakeside accommodations provides revenue through lodging fees, exclusive experiences, event hosting, recreational facilities, seasonal offerings, and partnership collaborations. This not only generates income but also offers guests a unique retreat experience within the city limits by the water.

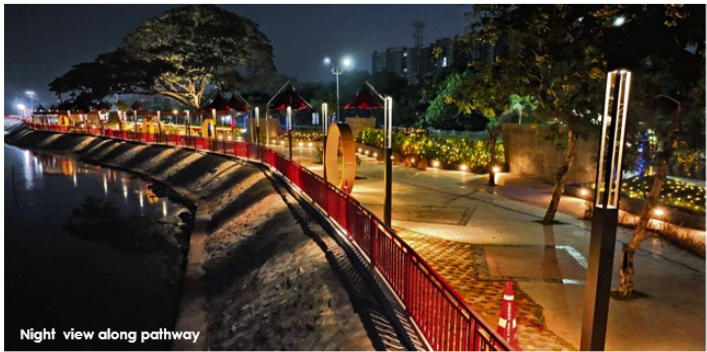
- 10 luxury boat houses, offering unparalleled comfort and relaxation on the water.



- spa treatments, sauna sessions, and natural therapies amidst the serene beauty of nature.



7. Food court and kids play zone : Introducing lakeside Food court and a kids' play zone offers diverse revenue streams and enhances visitor experience. Food court provide food options, while the play zone attracts families, generating revenue through entry fees and private events.



(3) TERMS OF REFERENCE

A. Project Background

Indore is one of the fastest growing cities of Indian State of Madhya Pradesh and is an important centre for trade and commerce. To cater the ever-growing demand of recreational facilities in the city, Indore Municipal Corporation (IMC) (the "IMC") proposes to develop an Eco Boat Club at Bilawali lake viewpoint, Indore, Madhya Pradesh. IMC also proposes to refurbish and up- grade the existing Facility.

Indore Municipal Corporation (IMC), Indore intends to carry out Development of Eco Boat Club and Refurbishment of existing Bilawali Lake view on Public Private Partnership (PPP) mode at Bilawali, Indore, Madhya Pradesh on Operation and maintenance basis ("the Project").

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 (Plus extendable time); in accordance with the provisions of the RFP Document.

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.

Bids are invited for the Project based on the highest Annual Premium Fee (the "Annual Concession Fee") and shared revenue to be paid by the Successful Bidder during the Concession Period. The Concession Period is pre-determined, as indicated in the draft Concession Agreement. The Annual Concession Fee and shared revenue shall constitute the criteria for evaluation of Bids. Subject to this RFP the Project will be awarded to the Bidder quoting the highest Annual Concession Fee. Bidders are required to quote Annual Concession fees in Positive Figure. Bids with an offer of Negative Figure shall be treated as non- responsive and will be summarily rejected. Annual Concession Fee(lease amount) as quoted by Bidder shall be payable from the Commercial Operation Date (time period of one year will be provided to Concessionaire to complete his setup in all aspect from date of agreement) and shall be paid quarterly during the Concession Period & the same shall be increased after every year @ 8% compounded annually (only for Annual Concession Fee), percentage quoted of revenue sharing shall remain constant. For initial one year revenue sharing of tickets will be applicable.

B. Objective:

At present the Bilawali lake in Indore, where no boating activities are carried out in order to promote eco-tourism boating the city IMC through this tender intends to operate a Eco Boat club with activities that have minimum to zero pollution in the lake.

C. Scope of Services

Operation of Eco boating activities with all safety parameters, following guidelines are mandatory:-

- The successful bidder compulsorily operate the eco-friendly activities like recreational Sailing, Donut Boat, Speed boat, Stand up Boat, Pedal boat, Zorbing ball, kayaking, jet ski, sail boat, motorised boating (as per prevailing CPCB and NGT guidelines) as per the guideline of NGT and Boat House for night stay, Installation of fountain show & including musical fountains etc.
- Operation of floating restaurant, boat house, kids play area etc.
- It will be the responsibility of the successful bidder to procure all the boating equipment, install water fountain show including musical fountain(mandatory) and employ relevant manpower in the boat club. A small ticket counter to be made by the bidder and to maintain the ticket sale account, the ticket to be sold by POS systems. All boating activities to be run by the bidder in accordance to the safety modules prescribed by the IMC and other government directive agencies.
- It will be sole responsibility of boat owner to bring in & utilize own finances and resources for full operation, maintenance, and management of the property (Vessel/boat)
- The responsibility of the boat owner to conduct annual boat survey by relevant surveyor and submit the same to IMC.

- The boat owner shall be responsible for the safety and security of the boats at its own cost.
- The boat owner will ensure the basic minimum safety standard for water sports and operating the activity and operating the equipment decided by the Ministry of tourism, govt of India.
- The boat owner must maintain high standard of cleanliness, sanitation, hygiene on the property like cafeteria, boat club and boat house and have to take due care to prevent any immoral/illegal activities on the property.
- The boat owner shall always allow the officers of IMC free and undisputed access to the set property for the purpose of inspection.
- The boat owner take adequate coverage of third party insurance for tourist/visitor who are on the board at the boat against damage, destruction by fire, flood, mob violence or such other cases
- 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).
- The boat owner shall ensure that all persons aboard the boat wear life jackets. And should make sure adequate number of life jackets / life buoy and other safety measures re in place.
- The operation of the boat is allowed from sunrise to sunset, boat operating in night to have proper navigation lights.
- The boat owner shall ensure that a first aid box is available on the boat club.
- For any specific activity the operator shall be free to fix the tickets rates.
- Number of passengers shall be restricted on board as per carrying capacity of the boat.
- The boat owner shall operate the water sports activities in the specific area only and within visual range.
- The sitting of all challenges arising out of the license, or its implementation shall be in Indore court.
- License shall be liable to comply with all the legal provisions of state and central govt as and when required.
- A rescue boat made available by the operator in full readiness during the entire period of water sports operations in the immediate vicinity. This boat must be powered by an OBM of minimum required HP.
- All water sports activity must begin with a thorough safety briefing. The briefing must highlight the equipment used dos and don'ts, rescue, and emergency provisions.
- All passengers to sign an Indemnity bond.
- Training centre for kayaking or any other Olympic games can be established with separate agreement and revenue sharing model.

D. Operation of cafeteria, Lake side Restaurant and Parking facility:-

- The Successful bidder can also operate a cafeteria in the premises of the lake view point with all the hygiene conditions and relevant manpower.
- The appointed agency will have rights to operate and maintain parking facility as per available government land, revenue sharing to IMC as per digital ticketing system has to be done by appointed agency.

E. Terms & conditions for operation of Boat club and other water sports activities:-

- a. All water born equipments must be certified for buoyancy and safe operations either by IRS (Indian register of shipping) or any international authorised agency/ISI Standard. The copy of above certificates for the equipments which licensee wish to operate must be submitted to IMC.
- b. The appointed agency shall be fully responsible and liable for any injury arising to any member of its staff/any participant of tourism activities/any other person affected due to any water related activity. IMC shall not be liable for any claim. The appointed agency shall also have third party insurance for all users by any national insurance company.
- c. It will be sole responsibility of appointed agency to bring in and utilize on finances and resources for full operation, maintenance and management of boats and entire lake premises.
- d. The appointed agency shall be responsible for security of entire property of IMC at lake premises.
- e. The appointed agency will ensure the basic minimum safety standard for water sports for operating the activity and operating the equipment according to the policy decided by Ministry of Tourism, Government of India.
- f. The appointed agency will have to maintain high standard of cleanliness, sanitation, hygiene on the entire lake premises including water quality of lake, also will have to take due care to prevent any immoral/illegal activities in lake premises.
- g. The appointed agency shall have to settle liabilities/loses or claims which may be raised by any person at its own cost.
- h. The appointed agency shall not allow any such activities which may be detrimental to the interest/reputation/credibility of IMC.

- i. The appointed agency shall also ensure pest control and prevent any nuisance from insects, rodent or any other source of infection.
- j. The appointed agency shall engage only such person who have good character/behaviour and are skilled/competent to handle the water sports activities. He shall also adhere to all stipulated rules for employment of HR such as PF/minimum wages act etc.
- k. The appointed agency shall not allowed any alcoholic beverage in entire lake premises.
- l. The appointed agency shall take adequate coverage of Third party insurance for visitors who are on board at the board against damage, destruction by fire, flood, mob, violence or any other such cases.
- m. The appointed agency shall have the right to select and appoint any number of employees/staff as may deem fit for smooth operation and functioning of the property. However the staff for the boat operation (Skipper, ast. Skipper, Driver/boat men and helpers) must have training licence with life saving techniques from National Institute of water sports Goa/Rashtriya Life Saving Society/Yatching Association of India and they must have swimming experience and the licence must follow all the rules and regulations as per labour laws of GOI and MP Govt.
- n. The appointed agency shall be responsible for the payment of all kind of taxes/duties and other liabilities resulting from the operation of equipments.
- o. The appointed agency shall not permit any person to store combustible and explosive material or any other prohibited material in lake premises. However the adequate quantity of Diesel/Petrol of as fuel for vessel engines and generators may be kept and essential fire fighting instruments (Fire Fighting Extinguisher) has to be arranged and kept in working order.
- p. The appointed agency shall keep a separate place for storage of inflammable materials such as Petrol, Diesel etc.
- q. The appointed agency shall insure that polythene and carry bags, disposal waste material, guthka, pan masalla, pouches, cigarettes are not allowed in lake premises.
- r. The appointed agency shall insure that all persons aboard the property wear life jackets and should have adequate no. of life jackets/life boy and other safety measures.
- s. The appointed agency shall insure that first aid box in the boat/vessel.
- t. In case of any emergency, Helpline contact numoer must be displayed on the property/Boat/vessel.
- u. The appointed agency shall be solely responsible for obtaining all necessary approvals/clearance as required from the appropriate state/central pollution control boards/authorities to follow all rules and regulation as applicable. No spillage or drainage in the water body is allowed. Proper outlets/Septic tanks for drainage system to be made by appointed agency specially for boat house.
- v. By this agreement only, the right to use the property for water tourism activities as per the rules & regulations mentioned. Appointed agency can not in any manner mortgage, dispose of or any other way alienate or create third party interest over the property with the prior written permission of the Commissioner IMC. Further, The appointed agency shall not create any alteration in the original structure of the property without obtaining written permission from IMC.
- w. The appointed agency shall use the property only within permitted water body area and follow the instructions for maintaining water quality parameters of lake water. It has to maintain and keep the premises in a proper state of cleanliness and hygiene in and around. The appointed agency will ensure the compliances of all the rules and regulations failing which it will be treated as act of default.
- x. If at any time by any reason of war or hostility, act of the public enemy, civic, commutation, sabotage, explosion, epidemic, strikes, lock out, fire, flood, natural calamities or any act of god, the appointed agency will not have any such claims for the damages.
- y. In case of an event of default or breach of conditions of the agreement a penalty of Rs. 10,000/- per violation shall be imposed and agreement can be suspended, temporarily suspension shall be revoked after the rectification of violation. On violation of conditions of agreement for more than three times the agreement may be terminated.
- z. As the appointed agency creates its own infrastructure such as boat club, jetty, boat house he will be free to fix ticket rates and make his own arrangements.
 - aa. For any specific activity/services the agency shall be free to fix the ticket rates.
 - bb. Number of passengers/tourists shall be restricted on board as per carrying capacity of the Boat.
 - cc. No other operation should be undertaken except the allowed (agreemented) Boat/Vessel as separate new written permission has to be obtain in advance form IMC for any new water sports activities.

- dd. Any additional terms & conditions may also be incorporated as and when required as per the instructions of Government of Madhya Pradesh and any new IMC policy other than the mentioned terms and conditions of agreement, and Shall be binding to the appointed agency.
- ee. The appointed agency shall not have any adverse record in the past and no foreigner shall be permitted to work as a partner or operator without valid work visa and the approval of competent authority.
- ff. The appointed agency shall operate Water Sports Activities in the specified/earmarked area only and within visual range and these activities should be carried out only in settled weather conditions.
- gg. The appointed agency has to provide facilities of drinking water, public toilets (Gents/Ladies) and proper waiting place with seating arrangement.
- hh. For operation of Houseboat appointed agency has to keep his own pontoon and gang-way to step in of Tourist/visitors from Jetty/platform to the boat (Houseboat).
- ii. In case of any emergency situation IMC and local administration shall have the right to use the boat club/jetties and any other equipments being operated by the agency free of cost.
- jj. In case of termination/cancelation/suspension of agreement, the agency shall not be permitted to operate the activities. If the agency found operating the activity/activities during the termination/cancelation/suspension of agreement period legal action shall be taken against the appointed agency.
- kk. If Executive Engineer terminate/suspend/cancel the agreement, the appointed agency may within 30 days from the issuance of termination/suspension/cancellation order, prefer an appeal before the Commissioner, Indore Municipal Corporation, challenging the termination/suspension/cancellation order. The decision of Commissioner, Indore Municipal Corporation shall be final and be binding on both the parties. If no appeal is preferred within 30 days of issuance of termination/suspension/cancellation order the right of agency to challenge the termination/suspension/cancellation order shall be barred.
- ll. The sitting of all challenges arising out of the agreement or its implementation shall be in Indore High Court Bench Only.
- mm. The appointed agency shall be liable to comply with all the legal provisions of state and central government as and when required.
- nn. This activity may be allowed in areas as demarked by the I.M.C.
- oo. Light helmets (ISI approved) shall should be made mandatory for the passengers. At all times participants shall wear a properly fitted type approved life jacket.
- pp. A rescue boat must be made available by the operator in full readiness during the entire period of water sport operation in the immediate vicinity (within visual distance). This boat must be powered by an OBM 4 Stroke engine. A certified lookout cum boat driver must be at stand by near the boat for prompt deployment with personal duty qualified to operate/carry out rescues operations.
- qq. The boat as well as the lookout should not be involved with any other activity while on rescue duty the rescue boat should be equipped with rescue tube, life jackets, first aid box, stretcher etc. as recommended by N.I.W.S.
- rr. All water sports activities must begin with a thorough safety briefing. The briefing must highlight the equipment used, do's and dont's, demarcation of the boundary for the activity, rescue and emergency procedures. The operator shall strictly ensure that passenger are free from health, medical problems such as blood pressure, heart problems etc. and shall obtain necessary under taking regarding risk and release of liability waiver from all the passengers prior to starting the activities and in no case pregnant women and children below 16 years of age be allowed to parasail (if proposed).
- ss. Alcohol/drugs are not permitted at least 6 hours prior or during the activity.
- tt. The appointed agency shall be bound to follow all the instructions of Commissioner, Indore Municipal Corporation.
- uu. All construction/Civil/fabrication work will be allowed only after approval of design & drawing submitted by agency and construction will be completed under the supervision of consultant agency appointed by IMC.
- vv. Visitors for morning walk will be exempted for any kind of entry fees. (Time 05:00 a.m to 09:00 a.m.)
- ww. IMC can place its hoardings on lake premises, appointed agency can not object on this.

4. General Quality of Work:

The work shall have to be executed in accordance with the drawings (prepared and approved by the competent authority), technical specifications specified in the Bid Data Sheet/Contract Data, and shall have to meet high standards of workmanship, safety and security of workmen and works.

5. PROCEDURE FOR PARTICIPATION IN E-TENDERING

The procedure for participation in e-tendering is given in the Bid Data Sheet.

6. ONE BID PER BIDDER

6.1 The bidder can be an individual entity or a joint venture (if permitted as per Bid Data sheet). In case the J.V. is permitted, the requirement of joint venture shall be as per the Bid Data Sheet.

6.2 No bidder shall be entitled to submit more than one bid whether jointly or severally. If he does so, all bids wherein the bidder has participated shall stand disqualified.

7. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his bid, and no claim whatsoever for the same shall lie on the ULB.

8. Site Visit and examination of works

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.

F. BID DOCUMENTS

9. CONTENT OF BID DOCUMENTS

The Bid Document comprises of the following documents:

1. NIT with all amendments.
2. Instructions to Bidders,
3. Conditions of Contract:
 - i. Part I General Conditions of Contract and Contract Data; and
 - ii. Part II Special Conditions of Contract.
4. Specifications
5. Drawings,
6. Priced Bill of Quantities
7. Technical and Financial Bid
8. Letter of Acceptance
9. Agreement and
10. Any other document(s), as specified.

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

11. Pre-Bid Meeting (where applicable)

Wherever the **Bid Data Sheet** provides for pre-bid meeting:

- 11.1** Details of venue, date and time would be mentioned in the **Bid Data Sheet**. Any change in the schedule of pre-bid meeting would be communicated on the website only, and intimation to bidders would not be given separately.
- 11.2** Any prospective bidder may raise his queries and/or seek clarifications in writing before or during the pre-bid meeting. The purpose of such meeting is to clarify issues and answer questions on any matter that may be raised at that stage. The Employer may, at his option, give such clarifications as are felt necessary.

- 11.3 Minutes of the pre-bid meeting including the list of the questions raised and the responses given together with any response prepared after the meeting will be hosted on the website.
- 11.4 Pursuant to the pre-bid meeting if the Employer deems it necessary to amend the Bid Document, it shall be done by issuing amendment to the online NIT.

12. Amendment of Bid Documents

- 12.1 Before the deadline for submission of bids, the Employer may amend or modify the Bid Documents by publication of the same on the website.
- 12.2 All amendments shall form part of the Bid Document.
- 12.3 The Employer may, at its discretion, extend the last date for submission of bids by publication of the same on the website.

G. PREPARATION OF BID

13. The bidders have to prepare their bids online, encrypt their Bid Data in the Bid Forms and submit Bid Seals (Hashes) of all the envelopes and documents related to the Bid required to be uploaded as per the time schedule mentioned in the key dates of the Notice Inviting e-Tenders after signing of the same by the Digital Signature of their authorized representative.

14. DOCUMENTS COMPRISING THE BID

The bid submitted online by the bidder shall be in the following parts:

Part 1 – This shall be known as **Envelope A** and would apply for all bids. **Envelope A** shall contain the following as per details given in the **Bid Data Sheet**:

- a. Registration number or proof of application for registration and organizational details in format given in the Bid Data sheet.
- b. Payment of the cost of Bid Document;
- c. Earnest Money
- d. Scanned copy of EPF Registration
- e. An affidavit duly notarized.

Part 2 – This shall be known as **Envelope B** and required to be submitted only in works where pre-qualification conditions and/or special eligibility conditions are stipulated in the **Bid Data Sheet**. Online **Envelope B** shall contain a **self-certified sheet** duly supported by documents to demonstrate fulfillment of pre-qualification conditions. Technical proposal of PPP Model will be covered under this section, Financial Bid of only those bidders will be opened which will obtain minimum 75% Marks by Tender evaluation committee. Marking of Technical proposal will be under following heads:

a]	Experience of minimum 2 years in Operation & Maintenance of water sports activities for govt. organization, semi government organization, PSU, ULB etc. (Kayaking/ boating/sailing/ etc.) with licensed agreement by competent authority in last 10 years	30
b]	All relevant license including PWD registration, FSSAI license, Power boat handling license issued by NIWS/YAI (5 marks for each license).	15
c]	Membership of Adventure Tour Operator Association of India	5
d]	Proposed MIS based revenue sharing ICT model to IMC. (Marks to be given by tender evaluating committee)	10
e]	Annual turnover of minimum 1.00 Crore of sole firm or joint venture/consortium in last 3 years or best of three of last 5 years. i.e. 2024-25, 2023-24, 2022-23, 2021-22, 2020-21	10
f]	Understanding of the Project & Comments with power point presentation to tender evaluation committee.	20
g]	Organization setup, defining roles for Partners, Associates, Sub-Consultants and key personnel	10
Total		100

Note:- Experience certificate from only government, semi government, PSU, ULB, organization will be valid.

Part 3 – This shall be known as **Envelope C** and would apply to all bids. **Envelop C** shall contain financial offer in the **format** prescribed enclosed with the **Bid Data Sheet**. In financial proposal agency has to submit amount of annual premium which will be deposited to Indore Municipal Corporation, this premium will be deposited quarterly.

15. LANGUAGE

The bid as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be in English or Hindi. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case, for the purposes of interpretation of the bid, such translation shall govern.

16. TECHNICAL PROPOSAL

- 16.1 Only, in case of bids with pre-qualification conditions defined in the Bid data sheet, the Technical Proposal shall comprise of formats and requirements given in the **Bid Data Sheet**.
- 16.2 All the documents / information enclosed with the technical proposals should be self attested and certified by the Bidder. The Bidder shall be liable for forfeiture of his earnest money deposit, if any document / information are found false/fake/untrue before acceptance of Bid. If it is found after acceptance of the Bid, the sanctioning authority may at his discretion forfeit his performance security/guarantee, security deposit, enlistment deposit and take any other suitable action.

17. FINANCIAL BID

- i. The bidder shall have to quote rates in format referred in Bid Data sheet. If the bid is in absolute amount, overall percentage would be arrived at in relation to the probable amount of contract given in NIT. Agency submitting **Highest Revenue sharing percentage (H1) to IMC will be awarded with contract.**
- ii. Amount shall be quoted in figures as well as in words. If any difference in figures and words found, higher of the two shall be taken as valid and correct.
- iii. All taxation for O&M will be paid by agency, rest all rules will as applicable by governing law.
- iv. The material along with the units and rates, which shall be issued, if any, by the department to the contractor, is mentioned in the Bid Data Sheet. Annual Concession
- v. Format of financial bid

Sl .n o.	particular	Tender evaluation base price/offset price			Quoted price	Revenue sharing to IMC
1	Annual concessioner fees for lease of Bilawali lake for boating and other outdoor activities, to be increased @ 8% per annum compounded annually. (A)	Rs. 15,00,000/-			To be quoted in INR	As quoted by contractor (Quoted amount should be more than offset price, otherwise tender will be disqualified financially)
2	Digital ticketing revenue sharing percentage for each water sports activity except trading activities.	Base price & units for tender evaluation purpose (in INR) (for tender evaluation purpose only, contractor will be free to fix their ticket charges)				
		PAX (per annum)	Fees	Total revenue		
	Entry Ticket	109500	25	2737500	To be quoted in percent age.	Bidder has to quote minimum 21% above tender evaluation offset price.
	Parking fees	36500	30	1095000		
	Paddle boating	36500	100	3650000		
	Jetski	36500	250	9125000		
	Motor boating	36500	150	5475000		
	Donut boating	36500	100	3650000		

	Banana boating	36500	100	3650000	(x%)	
	Boat house for overnight stay	3650	5000	18250000		
	Musical fountain/fountain show	36500	30	1095000		
	All other water sports activity	36500	50	1095000		
	Total (B)			50552500		
	H1 Bidder = highest quoted amount of total (A) + (B) amount					Tender will be awarded to highest(H1) Bidder.

vi. Revenue Sharing system to IMC:-

- a. Annual lease amount (Quoted as amount A) should be transferred to the account of **Commissioner, Indore Municipal Corporation**. The equally distributed amount shall be paid by appointed agency on quarterly basis. This amount will increase at interest @ 8% per annum (compounded each year on preceding year value).
- b. Technical provisions for E-ticketing system to be provided by the operator with the following but not limited to:-
 1. Parking management system.
 2. Entry stations-automated ticketing system for each components like paddle boating, Jet ski, boat house etc.
 3. Express Exit system.
 4. Auto pay stations incorporated with digital ticketing system.
 5. Parking guidance system.
 6. Digital parking availability signage at main Khandwa road.
 7. Integration with IMC specified web portal and mobile app for consumers for booking purpose.
 8. Activity identification, pre booking, payment and navigation system.
 9. Control and command center accessible to IMC web portal.
 10. Data management, analytics and business intelligence on real time basis.
 11. Management of real time transactions, bookings, pre-booking, daily parking ticket generation data
 12. Dash board and reports linked to IMC web portal
 13. Live camera feed of the entry and exit gates, water sports activities center including parking facility.
 14. Revenue sharing as per MIS data of digital ticketing system shall be done to IMC account on monthly basis.
 15. In financial bid contractor who provides highest revenue sharing percentage will be awarded with contract.
 16. Audit of monthly sale of tickets by appointed officer of IMC should be done.

18. PERIOD OF VALIDITY OF BIDS

The bids shall remain valid for a period specified in **Bid Data Sheet** after the date of "close for bidding" as prescribed by the Employer. The validity of the bid can be extended by mutual consent in writing.

19. EARNEST MONEY DEPOSIT (EMD)

- 19.1 The Bidder shall furnish, as part of the Bid, Earnest Money Deposit (EMD), of the amount specified in the **Bid Data Sheet**.
- 19.2.A. EMD/Bid Security shall be submitted only online using options available in the tender portal within the specified time limit. Bidders are advised to process it well in advance. No claim shall be entertained due to delay in online transactions via payment gateway/banking portal.
- 19.3 Bid not accompanied by EMD shall be liable for rejection as non-responsive.
- 19.4 EMD of bidders whose bids are not accepted will be returned within ten working days of the decision on the bid.
- 19.5 EMD of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the Bank Guarantee of required value for Performance Security.
- 19.6 Failure to sign the contract by the selected bidder, for whatsoever reason, shall result in forfeiture of the earnest money deposit.

H. SUBMISSION OF BID

20. The Bidder is required to submit digitally signed Bid i.e. Envelop A, B & C Online only. No physical submission of the Bid will be accepted except power point presentation, presented to tender evaluation committee.

OPENING AND EVALUATION OF BID

20 PROCEDURE

- 21.1 Envelope 'A' shall be opened first online at the time and date notified and its contents shall be checked. In cases where Envelop 'A' does not contain all requisite documents, such bid shall be treated as non-responsive, and Envelop B and/or C of such bid shall not be opened.
- 21.2 Wherever Envelop 'B' (Technical Bid) is required to be submitted, the same shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop 'B'. Envelop 'C' (Financial Bid) of bidders who are not qualified in Technical Bid (Envelop 'B') shall not be opened. Date & Time of power point presentation to tender evaluation committee will be informed to concerned agency via E-mail.
- 21.3 Envelope 'C' (Financial Bid) of the qualified bidders shall be opened online at the time and date notified. The bidder shall have freedom to witness opening of the Envelop 'C'.
- 21.4 After opening Envelop 'C' all responsive bids shall be compared to determine the **highest evaluated bid**.
- 21.5 The Employer reserves the right to accept or reject any bid, and to annul the bidding process and reject all the bids at any time prior to contract award, without incurring any liability. In all such cases reasons shall be recorded.
- 21.6 The Employer reserves the right of accepting the bid for the whole work or for a distinct part of it.
- 21.7 "In exceptional case, if physical submission of certain documents is found essential, then expressed prior permission must be obtained in writing by the tender issuing authority from an authority, as authorized by the State Government. In such a case, such documents are required to be submitted physically at the place and date specified in the Bid Data Sheet. In case of any mismatch in the documents submitted in the physical form and that uploaded online, or if the contractor fails to submit the document physically, the bid shall be liable for rejection as non-responsive."
- 21.8 During Bid evaluation, the employer or its representative may, at its discretion, ask the bidder for a clarification of its Bid. The request for clarification and the response shall be in writing, and no change in the price or substance of the Bid shall be sought, offered or permitted. **(as per guideline of MPUADD no. 3974 dated 19/04/2017.)**

222. Confidentiality

- 22.1 Information relating to examination, evaluation, comparison and recommendation of contract award shall not be disclosed to bidders or any other person not officially concerned with such process until final decision on the bid.

22.2 Any attempt by a bidder to influence the Employer in the evaluation of the bids or contract award decisions may result in the rejection of its bid.

I. AWARD OF CONTRACT

23. Award of Contract

The Employer shall notify the successful bidder by issuing a Letter of Acceptance (LOA) that his bid has been accepted. The original copy of affidavit will have to be submitted by the successful bidder at the time of signing of the contract.

24. Performance Security

24.1 Prior to signing of the Contract the bidder to whom LOA has been issued shall have to furnish performance security of the amount, form and duration, etc. as specified in the **Bid Data Sheet**.

24.2 Additional performance security, if applicable, is mentioned in the **Bid Data Sheet**.

25. Signing of Contract Agreement

25.1 The successful bidder shall have to furnish Performance security and sign the contract agreement within 15 days of issue of LOA.

25.2 The signing of contract agreement shall be reckoned as intimation to commencement of work. No separate work order shall be issued by the Employer to the contractor for commencement of work.

25.3 In the event of failure of the successful bidder to submit Performance Security and additional performance security if any or sign the Contract Agreement, his EMD shall stand forfeited without prejudice to the right of the employer for taking action against the bidder.

26. CORRUPT PRACTICES

The Employer requires that bidders observe the highest standard of ethics during the procurement and execution of contracts. In pursuance of this policy, the Employer:

- i. may reject the bid for award if it determines that the bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract; and
- ii. may debar the bidder declaring ineligible, either indefinitely or for a stated period of time, to participate in bids, if it at any time determines that the bidder has, directly or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for, or in executing, a contract.

For the purposes of this provision, the terms set forth above are defined as follows:

- a. "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- b. "fraudulent practice" means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- c. "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- d. "collusive practice" means an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party.

Bid Data Sheet

General

S.No.	Particulars	Data
1	Office Inviting Tender	INDORE MUNICIPAL CORPORATION , INDORE
2	NIT No	07/EE/WWD/26-27/E-TENDER-G-1
3	Date of NIT	28/04/2026
4	Bid document download available from date & time	28/04/2026 after 05:30 PM
5	Website link	http://www.mptenders.gov.in .

For Section 1 - NIT

Clause reference	Particulars	Data
1	Portal fees	Rs. ____
2	E.P.F	
3	Cost of bid document (in the form of Demand Draft)	Rs. 30,000/-
	Cost of bid document payable to	Commissioner IMC
	Cost of bid document in favour of	Commissioner IMC
4	Affidavit	Annexure B
5	Pre-qualifications required	YES
	If Yes, details	Annexure C
6	Special Eligibility	Yes
	If Yes, details	Annexure D
7	Key Dates	Annexure A

For Section 2 - ITB

Clause reference	Particulars	Data
1	Name of work	
2	Specifications	Annexure E
3	Procedure for participation in e-tendering	Annexure F
4	Whether Joint-venture is allowed	Yes
	If yes, requirement for Joint venture	Annexure G
9	Pre bid meeting to held	Yes
	If Yes, Date, Time & Place	13.05.2026, 03:00 P.M. at Office of Executive Engineer, Drainage Department, IMC, Indore
12	Envelope – A containing : i. Registration number or proof of application for registration and organizational details as per Annexure 'H' ii. Cost of Bid Document iii. EMD iv. E.P.F. registration copy. v. An affidavit duly notarized as per Annexure –B	No physical submission required
14	Envelope-B Technical Proposal (Online) Power Point Presentation (Offline)	Annexure – I and Annexure – I (Format I-1 to I-5)
15	Envelope-C Financial Bid	Annexure – J
	Materials to be issued by the department	Nil
16	Period of Validity of Bid	180 Days
17	Earnest Money Deposit	Rs 3,00,000/-
	Forms of Earnest Money Deposit	Online payment through Debit Card/ Credit Card/ Internet banking or system Generated Challan
	Account Detail For Online EMD Payment	i Name of Account Holder..... ii Account No iii Bank Name iv IFSC Code.....
	EMD valid for a period of	180 days
	FDR (Fixed Deposit Receipt) must be drawn in favour of	Commissioner I.M.C., Indore

19.7	Date and Place for submission of Physical Form of contents of Envelope A i) and ii) and Envelope B as specified in clause 12 of ITB	(NO PHYSICAL SUBMISSION REQUIRED)
21	Letter of Acceptance (LoA)	Annexure L
22	Amount of Performance Security in the form of FDR/Bank Guarantee from any schedule bank.	Rs 25,00,000/-
	Additional Performance Security, if any	If tender is received at 10 percent less than the schedule rate, additional performance security against deposited it will be difference of 10 % of less quoted rate.
	Performance security in the format	Annexure M (in the form of FDR/B.G.)
	Performance security in favour of	Commissioner I.M.C., Indore
	Performance security valid up to	Valid contract period plus 1 years
	Competent Authority	Superintending Engineer, Drainage department, Indore Municipal Corporation, Indore.
	Appellate Authority	Commissioner, Indore Municipal Corporation.

Annexure – A
(See clause 1. 7 of Section 1 NIT)

Key Dates

S.No	Works Department Stage	Bidder's Stage	Start		Expiry		Envelopes
			Date	Time	Date	Time	
1		Purchase & Bid Submission Tender-Online	28/04/2026	05:30PM	28/05/2026	05:30PM	
2	Mandatory / Technical submission Open (Envelope -A)		29/05/2026	After 5:30 PM			Envelope A and B
3	Power Point Presentation to Tender Evaluation Committee						

Original receipt of earnest money deposit and affidavit shall be submitted by the bidder so as to reach the office as prescribed in Bid Data Sheet,.

|| AFFIDAVIT ||

(To be contained in Envelope A)

(On Non Judicial Stamp of Rs. 500)

I/we _____ who is/ are _____ (status in the firm/ company) and competent for submission of the affidavit on behalf of M/S _____ (contractor) do solemnly affirm an oath and state that:

I/we are fully satisfied for the correctness of the certificates/records submitted in support of the following information in bid documents which are being submitted in response to notice inviting e-tender No. _____ for _____ (name of work) dated _____ issued by the _____ (name of the ULB).

I/we are fully responsible for the correctness of following self certified information/ documents and certificates:

1. That the self certified information given in the bid document is fully true and authentic.
2. That:
 - a. Term deposit receipt deposited as earnest money, demand draft for cost of bid document and other relevant documents provided by the Bank are authentic.
 - b. Information regarding financial qualification and annual turn-over is correct.
 - c. Information regarding various physical qualifications is correct.
3. No close relative of the undersigned and our firm/company is working in the department.

OR

Following close relatives are working in the department:

Name _____ Post _____ Present Posting _____

Signature with Seal of the Deponent (bidder)

I/ We, _____ above deponent do hereby certify that the facts mentioned in above paras 1 to 3 are correct to the best of my knowledge and belief.

Verified today _____ (dated) at _____ (place).

Signature with Seal of the Deponent (bidder)

Note: Affidavit duly notarized in original shall reach at least one working day before opening of the bid, by 15.00 hrs.

PRE-QUALIFICATIONS CRITERIA

The bidder should have:

A. Financial

- i. Experience of having successfully executed:
 - i. Experience of minimum 2 years in providing services related to commercial eco-friendly boating/water sports activities in last 10 years.
NOTE: Bidder has to submit completion certificate/experience certificate/Agreement/License of similar work in the last 10 financial years.
 - i. Annual turnover of minimum 1.00 Cr. of sole firm or joint venture/consortium in last 5 years or best of three i.e. **2024-25, 2023-24, 2022-23, 2021-22, 2020-21**
 - ii. Bid-Capacity – Bidder shall be allotted work up to his available Bid capacity, which shall be worked out as given in format I-2 of Annexure I.

Note:- Experience certificate of government organization signed by gazette/class-I government officer will be valid.

B. Physical

(i) Physical qualifications for the work shall be as below,

S. No.	Particulars	Quantity	Period
1	Physical qualification required		Yes

(The Employer shall specify all physical qualifications required).

Note: Above criteria are indicative, subject to suitable stipulations by the departments and specific Bid.

SPECIAL ELIGIBILITY CRITERIA

Deleted

Specifications

1. MP UADD Specifications,

(The soft copy of above specifications is available at departmental website
www.mpurban.gov.in)

The provisions of general / special conditions of contract, those specified elsewhere in the bid document, as well as execution drawings and notes, or other specifications issued in writing by the Employer shall form part of the technical specifications of this work.

Procedure for participation in e-Tendering

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this eProcurement Portal

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhra CA/GNFC/IDRBT/Mtnl Trustline/SafeScript/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.
8. If there are any clarifications, this may be obtained online through the eProcurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
10. Bidder should arrange for the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
15. In case of Offline payments, the details of the Earnest Money Deposit(EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected

16. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the e-Procurement system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer (SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time (as per Server System Clock).

ANNEXURE-G

(See clause 4 of Section 2-ITB)

JOINT VENTURE (J.V.)

If J.V. is allowed following conditions and requirements must be fulfilled –

1. No of partners in a joint venture shall not exceed 4 (Four). The partners shall comply with the following requirements
 - a. One of the partners shall be nominated as being Lead Partner, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
 - b. The bid and, in case of successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
 - c. The partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
 - d. All the partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms, and a statement to this effect shall be included in the authorization mentioned under [c] above, as well as in the bid and in the Agreement [in case of successful bid];
 - e. The joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of JV should have active participation in execution during the currency of the contract. This should not be varied/modified subsequently without prior approval of the employer;
 - f. The joint venture agreement should be registered, so as to be legally valid and binding on all partners; and
 - g. a copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid.
2. All the partners should meet out the minimum qualifying criteria required for the bid and collectively must meet the criteria specified in full. Failure to comply with this requirement will result in rejection of the joint venture's bid.
3. The performance security of joint venture shall be in the name of the partner Lead partner/joint venture.
4. Attach the power of attorney of the partners authorizing the Bid signatory(ies) on behalf of the joint venture
5. An individual bidder can not at the same time be member of Joint Venture applying for bid. Further a member of a particular Bidder Joint Venture can not be member of any Bidder Joint Venture applying for this bid.
6. Furnish details of participation proposed in the joint venture as below:

PARTICIPATION DETAILS	FIRM 'A' (Lead partner)	FIRM 'B'	FIRM 'C'	FIRM 'D'
Financial				
Name of the Banker(s)				
Planning				
Construction Equipment				
Key personnel				
Execution of Work (Give details on contribution of each)				

7. The partners of J.V. should satisfy the qualification criteria as below,
 - a. The Lead Partner/JV consortium must meet the minimum requirement of technical and financial eligibility criteria required for the bid.
 - b. Lead partner must have minimum 51% of share in JV firm.
 - c. The lead partner and the other partners should together meet 100% of all the eligibility criteria required for the bid.
 - d. Bid will be disqualified if lead partner withdraws the from the bid.
8. For meeting the minimum qualification criteria of experience of similar nature work, every partner can have experience of different works as defined in similar nature works and together should have the experience of all types of works described in similar nature works.

ANNEXURE-H

(See clause 12 of Section 2 ITB & clause 4 of GCC)

**ORGANIZATIONAL DETAILS
(To be enclosed with technical proposal)**

S.No.	Particulars	Details
1.	Registration No. issued by centralized registration system of Govt. of MP or proof of application for registration	(If applicable, scanned copy of proof of application for registration to be uploaded)
2.	Valid registration of Bidder in appropriate class through centralized registration of Govt. of MP	Registration no..... date..... (Scanned copy of Registration to be uploaded)
3.	Name of Organization/ Individual	
4.	Entity of Organization Individual/ Proprietary Firm/ Partnership Firm (Registered under Partnership Act)/ Limited Company (Registered under the Companies Act-1956)/ Corporation	
5.	Address of Communication	
6.	Telephone Number with STD Code	
7.	Fax Number with STD Code	
8.	Mobile Number	
9.	E-mail Address for all communications	
	Details of Authorized Representative	
10.	Name	
11.	Designation	
12.	Postal Address	
13.	Telephone Number with STD Code	
14.	Fax Number with STD Code	
15.	Mobile Number	
16.	E-mail Address	

Note: *In case of partnership firm and limited company certified copy of partnership deed/ Articles of Association and Memorandum of Association alongwith registration certificate of the company shall have to be enclosed.*

Signature of Bidder with Seal
Date: _____

Annexure – I

(See clause 14 of Section 2 of ITB)

Envelope – B, Technical Proposal

Technical Proposal shall comprise the following documents:

S.No.	Particulars	Details to be submitted
1	Experience - Financial and Physical	Annexure – I (Format : I - 1)
2	Annual Turnover	Annexure – I (Format : I - 2)
3	List of technical personnel for the key positions	Annexure – I (Format: I - 3)
4	List of Key equipments boats etc.	Annexure – I (Format: I - 4)
5	Operation & maintenance and safety manual.	Annexure – I (Format: I – 5)

Note:

1. *Technical Proposal should be uploaded duly page numbered and indexed.*
2. *Technical Proposal uploaded otherwise will not be considered.*

Annexure – I (Format: I-1)

(See clause 14 of Section 2 of ITB)

FINANCIAL & PHYSICAL EXPERIENCE DETAILS

A. PRE-QUALIFICATIONS CRITERIA

The bidder should have:

A. Financial

ii. Experience of having successfully executed:

ii. Experience of minimum 2 years in providing services related to commercial eco-friendly boating/water sports activities in last 10 years.

NOTE: Bidder has to submit completion certificate/experience certificate/Agreement /License of similar work in the last 10 financial years.

iii. Annual turnover of minimum 1.00 Cr. of sole firm or joint venture/consortium in last 5 years or best of three i.e. **2024-25, 2023-24, 2022-23, 2021-22, 2020-21**

iv. Bid-Capacity – Bidder shall be allotted work up to his available Bid capacity, which shall be worked out as given in format I-2 of Annexure I.

Note:- Experience certificate of government organization signed by gazette/class-I/competent government officer will be valid.

B. Physical

(i) Physical qualifications for the work shall be as below,

S. No.	Particulars	Quantity	Period
1	Physical qualification required		Yes

(The Employer shall specify all physical qualifications required).

Note: Above criteria are indicative, subject to suitable stipulations by the departments and specific Bid.

To be filled in by the contractor:

- i. Details of successfully completed similar works shall be furnished in the following format.
- ii. Certificate duly signed by the employer shall also be enclosed for each completed similar work.

Agreement Number & Year	Name of Work	Date of Work Order	Date of Completion	Amount of Contract	Employer's Name and Address

Existing commitments – (Value of 'C' for Bid Capacity formula)

Agreement Number & Year	Name of Work	Date of Work Order	Date of Completion	Amount of Contract	Amount	Employer's Name and Address

B. Physical Requirement:

Execution of similar items of work in any one financial year during the last 3 financial years should not be less than the minimum physical requirement fixed for the work.

S.No.	Particulars	Actual Quantity Executed (To be filled in by the contractor)

		Year – 1-10		
1	Physical qualification requirement	Yes		
2				
3				

- Note: 1. *Certificate duly signed by the employer shall be enclosed for the actual quantity executed in any one year during the last 10 financial years.*
2. *Similar works: **The similarity shall be based on the physical size, complexity, methods technology or other characteristics of main items of work .***

Annexure – I (Format: I-2)

(See clause 14 of Section 2 of ITB)

ANNUAL TURN OVER

Requirement:

Average annual construction turnover should be more than 50 Lacs in best of three last 5 financial years;

To be filled in by the contractor:

Financial Year	Payments received for contracts in progress or completed
2020 - 21	
2021 - 22	
2022 - 23	
2023 - 24	
2024 - 25	

Note:

- i. Annual turnover of construction should be certified by the Chartered Accountant.*
- ii. Audited balance sheet including all related notes, and income statements for the above financial years to be enclosed.*

Annexure – I (Format: I-5)

(See clause 14 of Section 2 of ITB)

Operation & maintenance and safety manual.

Annexure – J

(See clause 14 of Section 2 of ITB)

**FINANCIAL BID
(TO BE CONTAINED IN ENVELOPE C)**

NAME OF WORK _____

I/We do hereby BID to lease Bilawali Lake for time specified at the proposed initial annual premium rate (In figures) _____ (In words) and ticket revenue sharing (In percentage) for of Bilawali Lake development following the guidelines of NGT, CPCB & IMC accordance with the specification, designs, drawings and instruction in writing in all respects in accordance with such conditions so far as applicable. I/We have visited the site of work and am/are fully aware of all the difficulties and conditions likely to affect carrying out the work. I/We have fully acquainted myself/ourselves about the conditions in regard to accessibility of site and quarries/kilns, nature and the extent of ground, working conditions including stacking of materials, installation of tools and plant conditions effecting accommodation and movement of labor etc. required for the satisfactory execution of contract. I/we are fully responsible for safety of each visitors and will be responsible for any accident occurs in our leased premises. In financial bid I have included cost of mass insurance for public accessing Bilawali Lake.

Should this bid be accepted, I/We hereby agree to abide by and fulfill all the terms and provisions of the said conditions of contract annexed hereto so far as applicable, or in default thereof to forfeit and pay to the Governor of Madhya Pradesh of his successors in office the sums of money mentioned in the said conditions.

Note:

- i. Only premium amount proposed by agency to Indore Municipal Corporation on initial annual basis*
- ii. All duties, taxes, (excluding GST) and other levies payable by the bidder shall be included in the percentage quoted by the bidder.*

**Signature of Bidder
Name of Bidder**

The above bid is hereby accepted by me on behalf of the Governor of Madhya Pradesh dated the _____ day of _____ 20_____

**Signature of Officer by
whom accepted**

S.No	Name of material	Rate (Issue rate)	Unit	Remarks

Annexure – K

(See clause 15 of Section 2 of ITB)

MATERIALS TO BE ISSUED BY THE DEPARTMENT

DELETED

Annexure – L

(See clause 21 of Section 2 of ITB)

LETTER OF ACCEPTANCE (LOA)

No. _____

Dated: _____,

M/s. _____

(Name and address of the contractor)

Subject: _____

(Name of the work as appearing in the bid for the work)

Dear Sir (s),

Your bid for the work mentioned above has been accepted on behalf of the (Name of ULB) at your bided offer as per scope of work given therein.

You are requested to submit within **15** (Fifteen) days from the date of issue of this letter:

1. The performance security/ performance guarantee of Rs. _____ (in figures) (Rupees _____ in words only). The performance security shall be in the shape of term deposit receipt (**FDR/Bank Guarantee**) of any nationalized / schedule commercial bank valid upto three months after the expiry of defects liability period.
2. Sign the contract agreement.

Please note that the time allowed for carrying out the work as entered in the bid is _____ months including/excluding rainy season, shall be reckoned from the date of signing the contract agreement.

Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required. Therefore, after signing of the agreement, you are directed to contact Engineer-in-charge for taking the possession of site and necessary instructions to start the work.

Yours faithfully,

(NAME OF SIGNING AUTHORITY)

PERFORMANCE SECURITY

To

_____ [Name of Employer]

_____ [Address of Employer]

WHEREAS _____ [name and Address of Contractor]

(Hereinafter called "the Contractor") has undertaken, in pursuance of Letter of Acceptance No. _____

Dated _____ to execute _____ [Name of Contract and brief description of Works] (herein after called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the contractor shall furnish you with a **FDR** by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the contract;

AND WHEREAS we have agreed to give the Contractor such a **BANK GUARANTEE**:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of **BANK GUARANTEE**]* _____ (in words), such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of **BANK GUARANTEE**) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this **BANK GUARANTEE**, and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until 3(three) months from the date of expiry of the Defect Liability Period.

Signature, Name and Seal of the Guarantor _____

Name of Bank _____

Address _____

Phone No., Fax No., E-mail Address, of Signing Authority _____

Date _____

* An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.

SECTION 3
Conditions of Contract
Part – I General Conditions of Contract [GCC]

Table of Clauses of GCC

Sno	Particulars	Sno	Particulars
	A. General	21	Payments for Variations and / or Extra Quantities
1	Definitions	22	No compensation for alterations in or restriction of work to be carried out.
2	Interpretations and Documents	23	No Interest payable
3	Language and Law	24	Recovery from Contractors
4	Communications	25	Tax
5	Subcontracting	26	Check Measurements
6	Personnel	27	Termination by Engineer in charge
7	Force Majeure	28	Payment upon Termination
8	Contractor's Risks	29	Performance Security
9	Liability For Accidents To Person	30	Security Deposit
10	Contractor to Construct the Works	31	Price Adjustment
11	Discoveries	32	Mobilization and Construction Machinery Advance
12	Dispute Resolution System	33	Secured Advance
	B. Time Control	34	Payment certificates
13	Programme		E. Finishing the Contract
14	Extension of Time	35	Completion of Certificate
15	Compensation for Delay	36	Final Account
16	Contractor's quoted percentage		F. Other Conditions of Contract
	C. Quality Control	37	Currencies
17	Tests	38	Labour
18	Correction of Defects noticed during the Defect Liability Period	39	Compliance with Labour Regulations
	D. Cost Control	40	Audit and Technical Examination
19	Variations - Change in original Specifications, Designs, Drawings etc.	41	Death and Permanent Invalidity of Contractor
20	Extra Items	42	Jurisdiction

A. General

1. DEFINITIONS

- **Bill of Quantities:** means the priced and completed Bill of Quantities forming part of the Bid.
- **Commissioner:** means COMMISSIONER OF INDORE MUNICIPAL CORPORATION APPOINTED BY GOVT. OF MP.

- **Completion:** means completion of the work as certified by the Engineer-in-Charge, in accordance with provisions of agreement.

- **Contract:** means the Contract between the Employer and the Contractor to execute, complete and/or maintain the work. Agreement is synonym of Contract and carry the same meaning wherever used.

- **Contract Data Sheet:** means the documents and other information which comprise of the Contract.

- **Contractor:** means a person or legal entity whose bid to carry out the work has been accepted by the Employer.

- **Contractor's bid :** means the completed bid document submitted by the Contractor to the Employer.

- **Contract amount :** means the amount of contract worked out on the basis of accepted bid.

- **Completion of work :** means completion of the entire contracted work. Exhaustion of quantity of any particular item mentioned in the bid document shall not imply completion of work or any component thereof.

- **Day:** means the calendar day.

- **Defect :** means any part of the work not completed in accordance with the specifications included in the contract.

- **Department:** means department of WATER WORKS AND DRAINAGE DEPARTMENT, INDORE MUNICIPAL CORPORATION as the case may be.

- **Drawings :** means drawings including calculations and other information provided or approved by the Engineer-in-Charge.

- **Employer :** means the party as defined in the Contract Data, who employs the Contractor to carry out the work. The employer may delegate any or all functions to a person or body nominated by him for specified functions. The word Employer/Government/Department wherever used denote the Employer
- **Engineer:** means the person named in contract data sheet.

- **Engineer in charge:** means the person named in the contract data.

- **Engineer In Chief :** Engineer In Chief of Directorate, Urban Administration and Development

- **Equipment :** means the Contractor's machinery and vehicles brought temporarily to the Site for execution of work.

- **Government:** means Government of Madhya Pradesh.

- **In Writing:** means communicated in written form and delivered against receipt.

- **Material :** means all supplies, including consumables, used by the Contractor for incorporation in the work.

- **Executive Engineer:** means Executive Engineer Indore Municipal Corporation.

- **Stipulated date of completion:** means the date on which the Contractor is required to complete the work. The stipulated date is specified in the Contract Data.

- **Specification:** means the specification of the work included in the Contract and any modification or addition made or approved by the Engineer-in-Charge.

- **Start Date:** means the date **14** days after the signing of agreement for the work. However, the employer may extend this time limit by another 14 days, as and when required.

- **Sub-Contractor:** means a person or corporate body who has a Contract (duly authorized by the employer) with the Contractor to carry out a part of the construction work under the Contract.

- **Temporary Work:** means work designed, constructed, installed, and removed by the Contractor that are needed for construction or installation of the work.
- **Tender / Bid, Tenderer /Bidder:** are the synonyms and carry the same meaning where ever used.
- **UADD:** Urban Administration and Development Department
- **Variation:** means any change in the work which is instructed or approved as variation under this contract.
- **Work:** the expression "work" or "works" where used in these conditions shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the work by virtue of contract, contracted to be executed, whether temporary or permanent and whether original, altered, substituted or additional.
- **ZONAL OFFICER:**Means In-charge of concerning Zone Of Indore Municipal Corporation.

2. INTERPRETATIONS AND DOCUMENTS

2.1 Interpretations

In the contract, except where the context requires otherwise:

- words indicating one gender include all genders;
- words indicating the singular also include the plural and vice versa.
- provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing;
- written" or "in writing" means hand-written, type-written, printed or electronically made, and resulting in a permanent record;

2.2 Documents Forming Part of Contract:

- NIT with all amendments.
- Instructions to Bidders
- Conditions of Contract:
 - Part I General Conditions of Contract and Contract Data; with all Annexures
 - Part II Special Conditions of Contract.
- Specifications
- Drawings
- Bill of Quantities
- Technical and Financial Bid
- Agreement
- Any other document (s), as specified.

3. Language and Law

The language of the Contract and the law governing the Contract are stated in the Contract Data.

4. Communications

All certificates, notice or instruction to be given to the Contractor by Employer/Engineer shall be sent on the address or contact details given by the Contractor in [Annexure H of ITB]. The address and contract details for communication with the Employer/Engineer shall be as per the details given in Contract Data Sheet. Communication between parties that are referred to in the conditions shall be in writing. The notice sent by facsimile (fax) or other electronic means (email) shall also be effective on confirmation of the transmission. The notice sent by registered post or speed post shall be effective on delivery or at the expiry of the normal delivery period as undertaken by the postal service. In case of any change in address for communication, the same shall be immediately notified to Engineer-in-Charge

5. Subcontracting

~~Subcontracting shall be permitted for contracts value more than amount specified in the Contract Data with following conditions:~~

- ~~The Contractor may subcontract up to 25 percent of the contract price, only with and after the approval of the Employer in writing, but will not assign the Contract. Subcontracting shall not alter the Contractor's obligations.~~
- ~~The following shall not form part of the sub-contracting:~~
 - ~~hiring of labour through a labour contractor,~~
 - ~~the purchase of Materials to be incorporated in the works,~~
 - ~~hiring of plant & machinery~~
- ~~The sub-contractor will have to be registered in the appropriate category in the centralised registration system for contractors of the GoMP.~~

6. Personnel

- 6.1 The Contractor shall employ for the construction work and routine maintenance the technical personnel as provided in the **Annexure I-3 of Bid Data sheet, if applicable**. If the Contractor fails to deploy required number of technical staff, recovery as specified in the **Contract Data** will be made from the Contractor.
- 6.2 If the Engineer asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within three days and has no further connection with the Works in the Contract.

7. Force Majeure

- 7.1 The term "Force Majeure" means an exceptional event or circumstance:
 - a) Which is beyond a party's control,
 - b) Which such party could not reasonably have provided against before entering into the contract,
 - c) Which, having arisen, such party could not reasonably have avoided or overcome, and
 - d) Which is not substantially attributed to the other PartyForce Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (a) to (d) above are satisfied:
 - i. War, hostilities (whether war be declared or not), invasion, act of foreign enemies),
 - ii. Rebellion, terrorism, sabotage by persons other than the contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
 - iii. Riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
 - iv. Munitions of war, explosive materials, ionising radiation or contamination by radio activity, except as may be attributed to the Contractor's use of such munitions, explosives, radiation or radio activity, and
 - v. Natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity,
- 7.2 In the event of either party being rendered unable by force majeure to perform any duty or discharge any responsibility arising out of the contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which force majeure event lasts. The cost and loss sustained by either party shall be borne by respective parties.
- 7.3 For the period of extension granted to the Contractor due to Force Majeure the price adjustment clause shall apply but the penalty clause shall not apply. It is clarified that this sub clause shall not give eligibility for price adjustment to contracts which are otherwise not subject to the benefit of Price adjustment clause.
- 7.4 The time for performance of the relative obligation suspended by the force majeure shall stand extended by the period for which such cause lasts. Should the delay caused by force majeure exceed twelve months, the parties to the contract shall be at liberty to foreclose the contract after holding mutual discussions.

8. Contractor's Risks

- 8.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract are the responsibility of the Contractor.
- 8.2 All risks and consequences arising from the inaccuracies or falseness of the documents and/or information submitted by the contractor shall be the responsibility of the Contractor alone, notwithstanding the fact that designs/drawings or other documents have been approved by the department.

9. Liability for Accidents to Person

The contractor shall be deemed to have indemnified and saved harmless the Government and/or the employer, against all action, suits, claims, demands, costs etc. arising in connection with injuries suffered by any persons employed by the contractor or his subcontractor for the works whether under the General law or under workman's compensation Act, or any other statute in force at the time of dealing with the question of the liability of employees for the injuries suffered by employees and to have taken steps properly to ensure against any claim there under.

10. Contractor to Construct the Works

- 10.1 The Contractor shall construct, install and maintain the Works in accordance with the Specifications and Drawings as specified in the Contract Data
- 10.2 In the case of any class of work for which there is no such specification as is mentioned in contract Data, such work shall be carried out in accordance with the instructions and requirement of the Engineer-in-charge.
- 10.3 The contractor shall supply and take upon himself the entire responsibility of the sufficiency of the scaffolding, timbering, Machinery, tools implements and generally of all means used for the fulfilment of this contract whether such means may or may not approved of or recommended by the Engineer.

11. Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the Site shall be the property of the Employer. The Contractor shall notify the Engineer of such discoveries and carry out the Engineer's instructions for dealing with them.

12. Dispute Resolution System

- 12.1 No dispute can be raised except before the Competent Authority as defined in Contract data in writing giving full description and grounds of Dispute. It is clarified that merely recording protest while accepting measurement and/or payment shall not be taken as raising a dispute.
- 12.2 No issue of dispute can be raised after **45 days** of its occurrence. Any dispute raised after expiry of 45 days of its first occurrence shall not be entertained and the Employer shall not be liable for claims arising out of such disputes.
- 12.3 The Competent Authority shall decide the matter **within 45 days**.
- 12.4 Appeal against the order of the Competent Authority can be preferred within 30 days to the Appellate Authority as defined in the Contract data. The Appellate Authority shall decide the dispute within 45 days.
- 12.5 Appeal against the order of the Appellate Authority can be preferred before the adhya Pradesh Arbitration Tribunal constituted under Madhya Pradesh Madhyastham Adhikaran Adhiniyam, 1983.
- 12.6 The contractor shall have to continue execution of the works with due diligence notwithstanding pendency of a dispute before any authority or forum.

B. Time Control

13. Programme

- 13.1 Within the time stated in the Contract Data, the Contractor shall submit to the Engineer for approval a Programme showing the general methods, arrangements, order, and timing for all the activities in the Works for the construction of works.
- 13.2 The program shall be supported with all the details regarding key personnel, equipment and machinery proposed to be deployed on the works for its execution. The contractor shall submit the list of equipment and machinery being brought to site, the list of key personnel being deployed, the list of machinery/equipment being placed in field laboratory and the location of field laboratory along with the Programme
- 13.3 An update of the Programme shall be a programme showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Works, including any changes to the sequence of the activities.
- 13.4 The Contractor shall submit to the Engineer for approval an updated Programme at intervals no longer than the period stated in the Contract Data. If the Contractor does not submit an updated Programme within this period, the Engineer may withhold the amount stated in the Contract Data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue Programme has been submitted.
- 13.5 The Engineer's approval of the Programme shall not alter the Contractor's obligations

14. Extension of Time

- 14.1 If the Contractor desires an extension of time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other grounds, he shall apply, in writing, to the Engineer-in-charge, on account of which he desires such extension. Engineer-in-charge shall forward the aforesaid application to the competent authority as prescribed.
- 14.2 The competent authority shall grant such extension at each such occasion within a period of 30 days of receipt of application from contractor and shall not wait for finality of work. Such extensions shall be granted in accordance with provisions under **clause- 15** of this agreement.
- 14.3 In case of the work already in progress, the contractor shall proceed with the execution of the works, including maintenance thereof, pending receipt of the decision of the competent authority as aforesaid with all due diligence.

15. Compensation for delay

- 15.1 The time allowed for carrying out the work, as entered in the agreement, shall be strictly observed by the Contractor.
- 15.2 The time allowed for execution of the contract shall commence from the date of signing of the agreement. It is clarified that the need for issue of work order is dispensed with.
- 15.3 In the event milestones are laid down in the Contract Data for execution of the works, the contractor shall have to ensure strict adherence to the same.
- 15.4 Failure of the Contractor to adhere to the timelines and/or milestones shall attract such liquidated damages as is laid down in the Contract Data
- 15.5 In the event of delay in execution of the works as per the timelines mentioned in the contract data the Engineer-in-charge shall retain from the bills of the Contractor Amount equal to the liquidated damages

liveable until the contractor makes such delays good. However, the Engineer-in-charge shall accept bankable security in lieu of retaining such amount.

15.6 If the contractor is given extension of time after liquidated damages have been paid, the engineer in charge shall correct any over payment of liquidated damages by the Contractor in the next payment certificate.

15.7 In the event the contractor fails to make good the delay until completion of the stipulated contract period (including extension of time) the sum so retained shall be adjusted against liquidated damages levied.

16. Contractor's quoted percentage

The contractor's quoted percentage rate referred to in the "Bid for works" will be deducted/ added from/to the net amount of the bill after deducting the cost of material supplied by the department.

C. Quality Control

17. Tests

17.1 The Contractor shall be responsible for:

- a. Carrying out the tests prescribed in specifications, and
- b. For the correctness of the test results, whether performed in his laboratory or elsewhere.

17.2 The contractor shall have to establish field laboratory within the time specified and having such equipments as are specified in the Contract Data.

17.3 Failure of the contractor to establish laboratory shall attract such penalty as is specified in the Contract Data.

17.4 Ten percent of the mandatory tests prescribed under the specifications shall be got carried out through departmental Laboratories of Public works Department of Government of M.P. The Engineer-in-charge or officer senior to him may also get these tests carried out through any laboratory confirming to ISQ/ IEC 17011 accredited by National Accreditation Board of Laboratories (NABL) or any other accrediting agency who is authorised to accredit as per ISQ/ IEC 17025

18. Correction of Defects noticed during the Defect Liability Period

18.1 The defect liability period of work in the contract shall be the Contract Data

18.2 The Contractor shall promptly rectify all defects pointed out by the Engineer well before the end of the Defect Liability Period. The Defect Liability Period shall automatically stand extended until the defect is rectified.

18.3 If the Contractor has not corrected a Defect pertaining to the Defect Liability Period to the satisfaction of the Engineer, within the time specified by the Engineer, the Engineer will assess the cost of having the Defect corrected, and the cost of correction of the Defect shall be recovered from the Performance Security or any amount due or that may become due to the contractor and other available securities.

D. Cost Control

19. Variations - Change in original Specifications, Designs, Drawings etc.

19.1 The Engineer in charge shall have power to make any alterations, omissions or additions to or substitutions for the original specifications, drawings, designs and instructions, that may appear to him to be necessary during the progress of the work and the contractor shall carry out the work in accordance with any instructions which may be given to him in writing signed by the Employer, and such alterations, omission, additions or substitutions shall not invalidate the contract and any altered, additional or substituted work, which the contractor may be directed to do in the manner above specified, as part of the work, shall be carried out by the contractor on the same conditions in all respects on which he agree to do the main work.

19.2 The time for the completion of the work shall be extended in the proportion that the altered, additional or substituted work bears to the original contract work and the certificate of the Engineer in charge shall be conclusive as to such proportion.

20. Extra items

20.1 All such items which are not in the priced BOQ shall be treated as extra items.

21. Payments for Variations and / or Extra Quantities

21.1 The rates for the additional (Extra Quantities), altered or substituted work/ extra items under this clause shall be worked out in accordance with the following provisions in their respective order:-

~~a. The contractor is bound to carry out the additional (Extra quantity), work at the same rates as are specified in the contract for the work.~~

~~b. If the item is not in the priced BOQ and is included in the SOR of the department, the rate shall be arrived at by applying the quoted tender percentage on the SOR rate.~~

- ~~c. If the rates of the altered or substituted work are not provided in applicable SOR such rates will be derived from the rates for a similar class (type) of work as is provided in the contract (priced BOQ) for the work.~~
- ~~d. If the rates are for the altered, substituted work cannot be determined in the manner specified in the sub clause (c) above then the rates for such composite work item shall be worked out on the basis of the concerned schedule of rates minus/plus the percentage quoted by the contractor.~~
- ~~e. If the rates of a particular part or parts of the item is not in the schedule of rates and the rates for the altered, or substituted work item cannot be determined in the manner specified in sub clause (b) to (d) above, the rate for such part or parts will be determined by the Competent Authority as defined in the Contract data on the basis of the rate analysis derived out of prevailing market rates when the work was done.~~
- ~~f. But under no circumstances, the contractor shall suspend the work on the plea of non acceptability of rates on items falling under sub clause (a) to (d). In case the contractor does not accept the rate approved by Engineer in charge for a particular item, the contractor shall continue to carry out the item at the rates determined by the Competent Authority. The decision on the final rates payable shall be arrived at through the dispute settlement procedure.~~

22. No compensation for alterations in or restriction of work to be carried out.

- 22.1** If at any time after the commencement of the work, the Government, for any reason whatsoever, not require the whole or any part of the work as specified in the bid to be carried out, the Engineer in charge shall give notice in writing of the fact to the Contractor and withdraw that whole or any part of the work.
- 22.2** The Contractor shall have no claim to any payments or compensation whatsoever, on account of any profit or advantage which he might have derived from the execution of work in full or on account of any loss incurred for idle men and machinery due to any alteration or restriction of work for whatsoever reason.
- 22.3** The Engineer in charge may supplement the work by engaging another agency to execute such portion of the work, without prejudice to his rights.

23. No Interest Payable

No interest shall be payable to the Contractor on any payment due or awarded by any authority.

24. Recovery from Contractors

Whenever any claim against the Contractor for the payment arises under the contract, the Department shall be entitled to recover such sum by:

- (a) Appropriating, in part or whole of the Performance Security and additional Performance Security , if any; and/or Security deposit and/or any sums payable under the contract to the contractor..
- (b) If the amount recovered in accordance with (a) above is not sufficient, the balance sum may be recovered from any payment due to the contractor under any other contractor of the department, including the securities which become due for release.
- (c) The department shall, further have an additional right to effect recoveries as arrears of land revenue under the M.P. Land revenue Code.

25. Tax

- 25.1** The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other levies, duties, cess, toll, taxes of Central and State Governments, local bodies and authorities. But excluding of GST, which will be paid by the department to the firm on the payment of bills as per the prevailing applicable of GST.
- 25.2** The liability, if any, on account of quarry fees, royalties, octroi and any other taxes and duties in respect of materials actually consumed on public work, shall be borne by the Contractor.
However the GST as per its applicability will be paid by the department as stated in clause in 25.1 above.
- 25.3** Any Changes in the taxes due to change in legislation or for any other reason shall not be payable to the contractor excluding GST. The payment of GST will be paid by the department to the firm on the payment of bills as per the prevailing applicable rate of GST. However, for payment of GST the firm / bidder/ consultant must have registration in GST and should have GSTIN. The authority shall perform his duties in regard to the deduction of all other taxes as may be lawfully imposed on it but excluding GST. For the avoidance of doubt it is made clear that only GST will be paid by Department but payment of remaining all taxes, sub-taxes, levy, fee, toll etc. Will be the liability of the firm/bidder/consultant and it will be presumed that the financial offer/proposal submitted by the firm/bidder/consultant includes all other taxes.

- 25.4** As per third proviso of rule 68 of MP minor mineral rules 1996 and amended enforce from date 23/03/2013, **“Contractor shall be submitted no mining dues certificate to ensure payment of royalty for the mineral used in construction work from open market”**

26. Check Measurements

- 26.1** The department reserves to itself the right to prescribe a scale of check measurement of work in general or specific scale for specific works or by other special orders.
- 26.2** Checking of measurement by superior officer shall supersede measurements by subordinate officer(s), and the former will become the basis of the payment.
- 26.3.** Any over/excess payments detected, as a result of such check measurement or otherwise at any stage upto the date of completion of the defect liability period specified in this contract, shall be recoverable from the Contractor, as per clause 24 above.

27. Termination by Engineer in Charge

- 27.1** If the contractor fails to carry out any obligation under the Contract, the Engineer in charge may by notice require the Contractor to make good the failure and to remedy it within a specified reasonable time.
- 27.2** The Engineer in charge shall be entitled to terminate the contract if the Contractor
- a) Abandons the works or otherwise plainly demonstrates the intention not to continue performance of his obligations under the contract;
 - b) the Contractor is declared as bankrupt or goes into liquidation other than for approved reconstruction or amalgamation;
 - c) without reasonable excuse fails to comply with the notice to correct a particular defect within a reasonable period of time;
 - d) the Contractor does not maintain a valid instrument of financial Security, as prescribed;
 - e) the Contractor has delayed the completion of the Works by such duration for which the maximum amount of liquidated damages is recoverable;
 - f) If the Contractor fails to deploy machinery and equipment or personnel or set up a field laboratory as specified in the Contract Data.
 - g) if the Contractor, in judgemental of the engineer in charge has engaged in corrupt or fraudulent practices in competing for or in executing the contract;
 - h) Any other fundamental breaches as specified in the Contract Data.
 - i) Fails to maintain biological parameters of lake.
 - j) If contractor's activities allows pollution in Bilawali lake.
 - k) If contractor allows any non-social activities in lake premises.
 - l) If contractor allows any activity which is not approved by competent authority.
- 27.3** In any of these events or circumstances, the engineer in charge may, upon giving 14 days' notice to the contractor, terminate the contract and expel the Contractor from the site. However, in the case of sub paragraph (b) or (g) of clause 27.2, the Engineer in charge may terminate the contract immediately.
- 27.4** Notwithstanding the above, the Engineer in charge may terminate the contract for convenience by giving notice to the contractor.

28. Payment upon Termination

- 28.1** ~~If the contract is terminated under clause 27.3, the Engineer shall issue a certificate for value of the work accepted on final measurements, less advance payments and penalty as indicated in the Contract Data. The amount so arrived at shall be determined by the Engineer in charge and shall be final and binding on both the parties.~~
- 28.2** ~~payment on termination under clause 27.4 above, the Engineer shall issue a certificate for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the contractor's personnel employed solely on the works, and the contractor's costs of protecting and securing the works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.~~
- 28.3** ~~If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be recovered as per clause 24 above.~~

29. Performance Security

The Contractor shall have to submit performance security and additional performance security, if any, as specified in Bid data sheet at the time of signing of the contract. The contractor shall have to ensure that such performance security and Additional performance, if an, security remains valid for the period as specified in the Contract data.

30. Security Deposit

- 30.1** Security deposit shall be deducted from the each running bill at the rate as specified in the contract data. The total amount of security deposit so deducted shall not exceed the percentage of contract price specified in the Contract data.

- 30.2 The Security may be replaced by equivalent amount of bank guarantee or fixed deposit receipt assigned to the Employer, with validity up to 3(three) months beyond the completion of defect Liability PERIOD/ extended Defect Liability.
- 30.3 The Security deposit shall be refunded on completion of defect liability period

31. Price Adjustment

31.1 Applicability

- 1. Price adjustment shall be applicable only if provided for in the contract data.
- 2. The price adjustment clause shall apply only for the works executed from the date of signing of the agreement until the end of the initial intended completion date or extensions granted for reasons attributed to the Employer by the Engineer.
- 3. The contractor shall not be entitled to any benefit arising from the price adjustment clause for extension in the contract period for reasons attributed to the contractor.
- 4. In the Force Majeure event the price escalation clause shall apply.

31.2 Procedure

- 1. Contract price shall be adjusted for increase or decrease in rates and price of labour, materials, fuels and lubricants in accordance with following principles and procedures and as per formula given in the contract data.
- 2. The price adjustable shall be determined during each quarter from the formula given in the contract data.
- 3. Following expression and meaning are assigned to the work done during each quarter:
R= Total value of work during the quarter. It would include the amount of secured advance granted, if any, during the quarter, less the amount of secured advance recovered, if any during the quarter, less value of material issued by the department, if any during the quarter. Weightages of various components of the work shall be as per the Contract Data.
- 31.3 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amounts to cover the contingency of such other rise or fall in costs.
- 31.4 The index relevant to any quarter, for which such compensation is paid, shall be the arithmetical average of the indices relevant of the calendar month.
- 31.5 For the purpose of clarity it is pointed out that the price adjustment may be either positive or negative, i.e. if the price adjustment is in favor of the Employer, the same shall be recovered from the sums payable to the Contractor.

32. Mobilization and Construction Machinery Advance

- ~~32.1~~ Payment of advances shall be applicable if provided in the Contract Data.
- ~~32.2~~ If applicable, the Engineer in charge shall make interest bearing advance payment to the contractor of the amounts stated in the Contract Data, against provision by the contractor of an unconditional Bank Guarantee in a form and by nationalized/Scheduled banks, in the name as stated in the Contract data, in amounts equal to the advance payment. The Guarantee shall remain effective until the advance payment has been repaid, but the amount of the guarantee shall be progressively reduced by the amounts repaid by the contractor.
- ~~32.3~~ The rate of interest chargeable shall be as per Contract data.
- ~~32.4~~ The construction machinery advance, if applicable, shall be limited to 80% of the cost of construction machinery and admissible only for new construction machinery.
- ~~32.5~~ The advance payment shall be recovered as stated in the Contract data by deducting proportionate amounts from payment otherwise due to the Contractor. No account shall be taken of the advance payment or its recovery in assessing valuations of work done, variations, price adjustments, compensation events, or liquidated damages.

33. Secured Advance

- 33.1 Payment of secured advance shall be applicable if provide in the Contract data.
- 33.2 If applicable, the Engineer shall make advance payment against materials intended for but not yet incorporated in the works and against provision by the contractor of an unconditional bank guarantee in a form and by a nationalized/scheduled bank, in the name as stated in the contract data, in amounts equal to the advance payment. The bank guarantee shall remain effective until the advance payment has been adjusted, but the amount of the guarantee shall be progressively reduced by the amounts adjusted by the contractor.

- 33.3** The amount of secured advance and conditions to be fulfilled shall be as stipulated in the Contract Data.
33.4 The secured advance paid shall be recovered as stated in the Contract data.

34. Payment Certificates

The payment to the contractor will be as follows for construction work:

- (a) ~~The contractor shall submit to the engineer monthly statement of the value of the work executed less the cumulative amount certified previously, supported with detailed measurement of the items of work executed.~~
- (b) ~~The engineer shall check the Contractor's monthly statement and certify the amount to be paid to the contractor.~~
- (c) ~~The value of work executed shall be determined, based on the measurements approved by the Engineer/Engineer in charge.~~
- (d) ~~The value of work executed shall comprise the value of the quantities of the items in the Bill of quantities completed.~~
- (e) ~~The value of work executed shall also include the valuation of variations and compensation events.~~
- (f) ~~All payments shall be adjusted for deductions for advance payment, security deposit, other recoveries in terms of contract and taxes at source as applicable under the law.~~
- (g) ~~The Engineer may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.~~
- (h) ~~Payment of intermediate certificate shall be regarded as payments by way of advance against the final payment and not as payments for work actually done and completed.~~
- (i) ~~Intermediate payment shall not preclude the requiring of bad, unsound and imperfect or unskilled work to be removed and taken away and reconstructed or be considered as an admission of the due performance of the contractor any part thereof, in any respect or the occurring of any claim.~~
- (j) ~~The payment of final bill shall be governed by the provisions of clause 36 of GCC.~~

E. Finishing the Contract

35. Completion Certificate

- 35.1** A completion certificate in the prescribed format in Contract data shall be issued by the Engineer in charge after physical completion of the work.
35.2 After final payment to the contractor, a final completion certificate in the prescribed format in the contract data shall be issued by the Engineer in charge.

36. Final Account

- 36.1** The Contractor shall supply the Engineer with a detailed account of the total amount that the Contractor considers payable for works under the Contract within 21 days of issue of certificate of physical completion of works. The Engineer shall issue a Defects Liability Certificate and certify any payment that is due to the Contractor within 45 days of receiving the Contractor's account if it is correct and complete. If the account is not correct or complete, the Engineer shall issue within 45 days a schedule that states the scope of the corrections or additions that are necessary. If the Account is still unsatisfactory after it has been resubmitted, the matter shall be referred to the competent authority as defined in the Contract data, who shall decide on the amount payable to the contractor after hearing the Contractor and the Engineer in Charge.
36.2 In case the account is not received within 21 days of issue of Certificate of Completion as provided in clause 32.1 above, the Engineer shall proceed to finalize the account and issue a payment certificate within 28 days.

J. Other Conditions of Contract

37. Currencies

All payments will be made in Indian Rupees.

38. Labour

- 38.1** The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.
38.2 The Contractor shall, if required by the Engineer, deliver to the Engineer a return in detail, in such form and at such intervals as the Engineer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer may require.

39. COMPLIANCE WITH LABOUR REGULATIONS

39.1 During continuance of the Contract, the Contractor and his sub Contractors shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given in the Contract data. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/byelaws/Acts/Rules/ regulations including amendments, if any, on the part of the Contractor, the Engineer/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Engineer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer. The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

40. Audit and Technical examination

Government shall have the right to cause an audit and technical examination of the works and the final bill of the contract including all supporting vouchers, abstract etc. To be made after payment of the final bill and if as a result of such audit and technical examination nay sum is found to have been overpaid in respect of any work done by the contractor under the contract or nay work claimed by him to have been done under the contract and found not to, have been executed, the contractor shall be liable to refund the amount of overpayment and it shall be lawful for government to recover the same from him in the manner prescribed in clause 24 above and if it is found that the contractor was paid less than what was due to him, under the contract in respect of any work executed by him under it, the amount of such under payment shall be duly paid by government to the Contractor.

41. Death or permanent invalidity of contractor

If the Contractor is an individual or a proprietary concern, partnership concern, dies during the currency of the contract or becomes permanently incapacitated, where the surviving partners are only minors, the contract shall be closed without levying any damages/ compensation as provided for in clause 28.2 of the contract agreement. However, if the competent authority is satisfied about the competence of the survivors, then the competent authority shall enter into a fresh agreement for the remaining work strictly on the same terms and conditions under which the contract was awarded.

42. Jurisdiction

This contract has been entered into the Jurisdiction of Indore High Court Bench only and its validity, construction, interpretation and legal effect shall be subjected to the exclusive jurisdiction of the courts in Bhopal.

[End of GCC]

Contract Data

Clause reference	Particulars	Data
1.14	Employer	INDORE MUNICIPAL CORPORATION, INDORE
1.15	Engineer	Engineer as notified by the employer
1.16	Engineer in charge	Executive Engineer IMC
1.22	Stipulated period of completion	
3	Language & Law of Contract	English & Indian Contract Act 1872
4	Address & contact details of the Contractor	As per Annexure H
	Address & contact details of the Employer/Engineer-phone, Fax, e-mail.	_____ _____
5	Subcontracting permitted for contract value	NOT APPLICABLE
6	Technical Personnel to be provided by the contractor – requirement &	As per Annexure I (Format I-3)
	Penalty, if any condition of agreement is breached	Rs. 10,000/-
10	Specifications	As per Annexure E
	Drawings	As per Annexure N
12	Competent authority for deciding dispute under Dispute resolution system	Additional commissioner, IMC
	Appellate Authority for deciding dispute under Dispute resolution system	Commissioner, IMC
13	Period of submission of updated construction program	15 days upon signing the agreement
	Amount to be withheld for not submitting construction program in the prescribed period	0.20% of the Contract Amount
14	Competent Authority for granting Time Extension	Additional Commissioner, Drainage Department
15	Milestones laid down for the contract	YES/NO
	If Yes, details of milestones	As per Annexure O
	Liquidated damage	As per Annexure P
17	List of equipments for lab	As per Annexure Q
	Time to establish lab	2 months of signing the agreement
	Penalty for not establishing field Laboratory	0.20% of the Contract amount till the establishment of Lab
18	Defect Liability Period	1 year after completion of work.
21	Competent authority for determining the rate	
27	Any other conditions for breach of contract	Performance security and Security Deposit of work should be FORFEITED .

Clause reference	Particulars	Data
28	Penalty	Penalty shall include (a) Security deposit as per clause 30 of General conditions of contract and (b) Liquidated damages imposed as per clause 15 or performance security (Guarantee) including additional performance security (Guarantee), if any, as per clause 29 of General conditions of contract, whichever is higher.
29	Performance Guarantee (security) shall be valid upto	Till issue of physical completion certificate as per clause 35.1
30	Security deposit to be deducted from each running bill	NOT APPLICABLE
	Maximum limit of deduction of security deposit	NOT APPLICABLE
31	Price adjustment formula and procedure to calculate	NOT APPLICABLE
31.1 (1)	Price adjustment shall be applicable	
32	20.1 Mobilization and Construction Machinery Advance applicable	No Mobilization and Construction Machinery Advance payable
	20.2 If yes, unconditional Bank Guarantee	In the format prescribed in Annexure – S
	20.3 If yes, Rate of interest chargeable on advance	10% annual simple interest
	20.4 If yes, Type & Amount payment that can be paid	1. Mobilization advance Not more than ___% of contract amount 2. Construction Machinery advance not more than ___% of contract amount
	20.5 If yes, Recovery of Advance payment	Recovery of Mobilization and/or Construction Machinery advance shall commence when 10% of the contract amount is executed and recovery of total advance shall be done on pro-rata basis and shall be completed by the time work equivalent to 80% of the contract amount is executed. In addition to the recovery of principal amount, recovery of interest shall be carried out as calculated on the outstanding amount of principal at the close of each month. The interest shall be accrued from the day of payment of advance and the recovery of interest shall commence when 10% of the contract amount is executed and shall be completed by the time work equivalent to 80% of the contract amount is executed.
33	21.1 Secured Advance applicable	No Security Advance payable
	21.2 If yes, Unconditional bank Guarantee	NOT APPLICABLE

Clause reference	Particulars	Data
	33.3 If yes, Conditions for secured Advance	<p>a) The materials are in accordance with the specification of works,</p> <p>b) Such materials have been delivered to site, and are properly stored and protected against damage or deterioration to the satisfaction of the engineer. The contractor shall store the bulk material in measurable stacks,</p> <p>c) The Contractor's records of the requirements, ordered, receipt and use of materials are kept in a form approved by the Engineer and such records shall be available for inspection by the Engineer;</p> <p>d) The contractor has submitted with his monthly statement the estimated value of the materials on site together with such documents as may be required by the engineer for the purpose of valuation of the materials and providing evidence of ownership and payment thereof;</p> <p>f) The quantity of materials are not excessive and shall be used within a reasonable time as determined by the engineer.</p>
	21.4 If yes, recovery of secured advance	The advance shall be repaid from each succeeding monthly payments to the extent materials [for which advance was previously paid] have been incorporated into the works.
35	Completion certificate- After physical completion of the work	As per Annexure - U
	Final Completion Certificate – after final payment on completion of the work	As per Annexure - V
36	Competent Authority	Engineer-in-charge
39	Salient features of some of the major labour laws that are applicable	As per Annexure - W
41	Competent Authority	Engineer-in-charge

DRAWINGS

DETAILS OF MILESTONES
(Shall be decided by ULB for every project)

Annexure – P

(See clause 10 of Section 3 of GCC)

COMPENSATION FOR DELAY

If the contractor fails to achieve the milestones, and the delay in execution of work is attributable to the contractor, the Employer shall retain an amount from the sums payable and due to the contractor as per following scale –

- i. Slippage up to 25% in financial target during the milestone under consideration – 2.5% of the work remained unexecuted in the related time span.
- ii. Slippage exceeding 25% but up to 50% in financial target during the milestone under consideration – 5% of the work remained unexecuted in the related time span.
- iii. Slippage exceeding 50% but up to 75% in financial target during the milestone under construction – 7.5% of the work remained unexecuted in the related time span.
- iv. Slippage exceeding 75% in financial target during the milestone under consideration – 10% of the work remained unexecuted in the related time span.

Note: For arriving at the dates of completion of time span related to different milestones, delays which are not attributable to the Contractor shall be considered. The slippage on any milestone is if made good in subsequent milestones or at the time of stipulated period of completion, the amount retained as above shall be refunded. In case the work is not completed within the stipulated period of completion along with all such extensions which are granted to the Contractor for either Employer's default or Force Majeure, the compensation shall be levied on the contractor at the rate of 0.05% per day of delay limited to maximum of 10% of contract price.

The decision of **ExecutiveEngineers** shall be final and binding upon both the parties.

Annexure – Q

(See clause 10 of Section 3 of GCC)

LIST OF EQUIPMENT FOR QUALITY CONTROL LAB

PRICE ADJUSTMENT

The formulas for adjustment of price are as follow:

R = value of work as defined in Clause 31.2(3) of General Conditions of Contract

Weightages* of component in the work

S.No.	Component	Percentage of component in the work
1	Material – P _m	60%
2	Labour – P _l	25%
3	POL – P _f	15%

- ~~Weightages of various components of the work shall be as determined by the competent technical sanction authority.~~

Adjustment for cement component

- i. ~~Price adjustment for increase or decrease in the cost of cement procured by the contractor shall be paid in accordance with the following formula:~~

$$V_m = 0.85 \times P_m / 100 \times R \times (C_1 - C_0) / C_0$$

~~V_m = increase or decrease in the cost of work during the month under Consideration due to changes in price index of material of chamber cover and frame.~~

~~C₀ = The all India Wholesale price index for material of chamber cover and frame on the date of opening of Bids as published by the Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in)~~

~~C₁ = The all India average wholesale price index for material of chamber cover and frame for the month under consideration as published by Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in)~~

~~P_m = Percentage of material of chamber cover and frame component of the work~~

- ~~Note: For the application of this clause, index of material of chamber cover and frame has been chosen to represent Cement group.~~

Adjustment of labour component

- (iii) ~~Price adjustment for increase or decrease in the wages of labour in accordance with the following formula:~~

$$V_l = 0.85 \times P_l \times R \times (L_1 - L_0) / L_0$$

~~V_l = Increase or decrease in the cost of work during the month under consideration due to changes in the rates for labour wages.~~

~~L₀ = The all India wholesale price index for labour wages on the date of opening of bids as published by the Ministry of Industrial Development, Government of India, New Delhi. (www.eaindustry.nic.in)~~

~~L₁ = The all India wholesale price index for labour wages for the month under consideration as published by the Ministry of Industrial Development, New Delhi. (www.eaindustry.nic.in)~~

~~P_l = Percentage of labour component of the work.~~

~~-Adjustment of POL (fuel and lubricant) component~~

~~(v) Price adjustment for increase or decrease in cost of POL (fuel and lubricant) shall be paid in accordance with the following formula:~~

$$\Delta V_f = 0.85 \times P_f / 100 \times R \times (F_1 - F_0) / F_0$$

~~ΔV_f = Increase or decrease in the cost of work during the month under consideration due to changes in rates for fuel and lubricants.~~

~~F_0 = The official retail price of High Speed Diesel (HSD) at the existing consumer pumps of IOC at nearest center on the date of opening of Bids.~~

~~F_1 = The official retail price of HSD at the existing consumer pumps of IOC at the nearest center for the 15th day of month of the under consideration.~~

~~P_f = Percentage of fuel and lubricants component of the work.~~

~~Note: For the application of this clause, the price of High Speed Diesel has been chosen to represent fuel and lubricants group.~~

BANK GUARANTEE FORM FOR MOBILIZATION AND CONSTRUCTION MACHINERY ADVANCE

To,

_____ [name of Employer]
_____ [address of Employer]
_____ [name of Contractor]

~~In accordance with the provisions of the General Conditions of Contract, clause 31 ("Mobilization and Construction Machinery Advance") of the above mentioned Contract _____ [name and address of Contractor] (hereinafter called "the Contractor") shall deposit with _____ [name of Employer] a bank guarantee to guarantee his proper and faithful performance under the said Clause of the Contract in an amount of [amount of Guarantee* [in words]].~~

~~We, the _____ [bank of financial institution] as instructed 'by the Contractor, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to _____ [name of Employer] on his first demand without whatsoever right of obligation on our part and without his first claim to the Contractor, in the amount not exceeding [amount of guarantee]*[in words].~~

~~We further agree that no change or addition to or other modification of the terms of the Contractor or Works to be performed there under or of any of the Contract documents which may be made between [name of Employer] and the Contractor, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.~~

~~This guarantee shall remain valid and in full effect from the date of the advance payment under the Contract until _____ [name of Employer] receives full repayment of the same amount from the Contractor.~~

Yours truly,

_____ Signature and Seal :
Name of Bank/Financial Institution:
Address :'
Date :

~~* An amount shall be inserted by the Bank or Financial Institution representing the amount of the Advance Payment, and denominated in Indian Rupees.~~

Annexure –T

(See clause 33 of Section 3- GCC)

Bank Guarantee Form for Secured Advance

INDENTURE FOR SECURED ADVANCES

This indenture made the-----day of -----20-----BETWEEN----- (hereinafter called the contractor which expression shall where the context so admits or implies be deemed to include his executors, administrators and assigns) or the one part and the Employer of the other part.

Whereas by an agreement dated----- (herein called the said agreement) the contractor has agreed.

AND WHEREAS the contractor has applied to the Employer that he may be allowed advanced on the security of materials absolutely belonging to him and brought by him to the site of the works the subject of the said agreement for use in the construction of such of the works the subject of the said agreement for use in the construction of such of the works as he has undertaken to execute at rates fixed for the finished work (inclusive of the cost of materials and labour and other charges)

AND WHEREAS the Employer has agreed to advance to the Contractor the sum of Rupees----- --on the security of materials the quantities and other particulars of which are detailed in Accounts if Secured Advance attached to the Running Account Bill for the said works signed by the Contractor on----- and the Employer has reserved to himself the option of making any further advance or advances on the security of other materials brought by the Contractor to the site of the said works.

Now THIS INDENTURE WITNESSTH that in pursuance of the said agreement and in consideration of the sum of Rupees----- on or before the execution of these presents paid to the Contractor by the Employer (the receipt where of the Contractor doth hereby acknowledge) and of such further advances (if any) as may be made to him as a for said the Contractor doth hereby convenient and agree with the President and declare as follows:

That the said sum of Rupees----- so advanced by the Employer to

The Contractor as aforesaid and all or any further sum of sums advanced as aforesaid shall be employed by the Contractor in or towards expending the execution of the said works and for no other purpose whatsoever.

- (1) That the materials details in the said Account of Secured Advances which have been offered to and accepted by the Employer as security are absolutely the Contractor's own propriety and free from encumbrances of any kind and the contractor will not make any application for or receive a further advance_ on the security of materials which are not absolutely his own property and free from encumbrances of any kind and the Contractor indemnified the Employer against all claims to any materials in respect of which an advance has been made to him as aforesaid.
- (2) That the materials detailed in the said account of Secured Advances and all other materials on the security of which any further advance or advances may hereafter be made as aforesaid (hereafter called the said materials) shall be used by the Contractor solely in the execution of the said works in accordance with the directions of the Engineer.
- (3) That the Contractor shall make at his own cost all necessary and adequate arrangements for the proper watch, safe custody and protection against all risks of the said materials and that until used in construction as aforesaid the said materials shall remain at the site of the said works in the Contractor's custody and on his own responsibility and shall at all times be open to inspection by the Engineer or any officer authorized by him. In the event of the said materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated in a greater degree than is due to reasonable use and wear thereof the Contractor will forthwith replace the same with other materials of like quality or repair and make good the same required by the Engineer.
- (4) That the said materials shall not be removed from the site of the said works exceptwith the written permission of the Engineer or an officer authorized by him on that
- (5) That the advances shall be repayable in full when or before the Contract receives payment from the Employer of the price payable to him for the said works under the terms and provisions of the said agreement. Provided that if any intermediate payments are made to the Contractor on account of work done than on the occasion

Physical Completion Certificate

Name of Work:

Agreement No. _____ Date _____

Amount of Contract Rs _____

Name of Agency: _____

Used MB No.: _____

Last measurement recorded

a. Page No. & MB No.: _____

b. Date: _____

Certified that the above mentioned work was physically completed on..... (Date) and taken over on..... (Date) and that I have satisfied myself to best of my ability that the work has been done properly.

Date of issue

Executive Engineer

Final Completion Certificate

Name of Work:

Agreement No. _____ Date: _____

Name of Agency: _____

Used MB No. _____

Last Measurement recorded

b. Page No. & MB No. _____

c. Date _____

Certified that the above mentioned work was physically completed on _____ (date)

And taken over on _____ (date).

Agreement amount Rs. _____

Final amount paid to contractor Rs. _____

Incumbency of officers for the work

I have satisfied myself to best of my ability that the work has been done properly.

Date of Issue

Executive Engineer

Salient Features of Some Major Labour Laws Applicable

- (a) Workmen Compensation Act 1923: - The Act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972: - Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed the prescribed minimum years (say, five years) of service or more or on death the rate of prescribed minimum days'(say, 15 days) wages for every completed year of service. The Act is applicable to all establishments employing the prescribed minimum number (say, 10) or more employees.
- (c) Employees P.F. and Miscellaneous Provision Act 1952: The Act Provides for monthly contributions by the Employer plus workers at the rate prescribed (say, 10% or 8.33%). The benefits payable under the Act are:
 - i. Pension or family pension on retirement or death as the case may be. '
 - ii. Deposit linked insurance on the death in harness of the worker.
 - iii. Payment of P.F. accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1951: - The Act provides for leave and some other benefits to women employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970: - The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The principal Employer is required to take Certificate of Registration and the Contractor is, required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ prescribed minimum (say 20) or more contract labour.
- (f) Minimum Wages Act 1948: - The Employer is to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment. Construction of buildings, roads, runways is scheduled employment.
- (g) Payment of Wages Act 1936: - It lays down as to by what date the wages are to be paid, when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979: - The Act provides for payment of equal wages for work of equal nature to male and female workers and for not making discrimination against female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965: - The Act is applicable to all establishments employing prescribed minimum (say, 20) or more workmen. The Act provides for payments of annual bonus 'within the prescribed range of percentage of wages to employees drawing up to the prescribed amount of wages, calculated in the prescribed manner. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. States may have different number of employment size.
- (j) Industrial Disputes Act 1947: - The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lock-out becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment (Standing Orders) Act 1946: - It is applicable to all establishments employing prescribed minimum (say, 100, or 50). The Act provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and gets these certified by the designated Authority.
- (l) Trade Unions Act 1926: - The Act lays down the procedure for registration of trade unions of workmen and Employers. The Trade Unions registered under the Act have been given certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986: - The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulations o employment of children in all

other occupations and processes. Employment of child labour is prohibited in building and construction industry.

- (n) Inter-State Migrant Workmen's (Regulation of Employment & Conditions of Service) Act 1979: - The Act is applicable to an establishment which employs prescribed minimum (say, five) or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The inter-State migrant workmen, in an establishment to which this Act becomes applicable, are required to be provided certain facilities such as Housing, Medical-Aid, Travelling expenses from home up to the establishment and back etc.
- (o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service) Act 1996 and the Cess Act of 1996: - All the establishments who carry on any building or other construction work and employs the prescribed minimum (say, 10) or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as. may be modified by the Government., The Employer of the establishment- is required to provide safety measures at the building or construction work and other welfare measures, such as canteens, first-aid facilities, ambulance, housing accommodations for workers near the-work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948: - The Act lays down the procedure for approval of plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrences to designated authorities. it is applicable to premises employing the prescribed minimum (say, 10) persons or more with aid of power or another prescribed minimum (say, 20) or more persons without the aid of power engaged in manufacturing process.

Section 3
Conditions of Contract
Part-II Special Conditions of Contract [SCC]

1. GENERAL:

The special conditions are supplementary conditions to the TENDER and shall form the part of the contract.

- 1.1 It shall be the responsibility of BIDDER to co-ordinate with traffic authority, Railways, MPRDC, M.P. Electricity Board, Telephone authority, various authorities including Public Health Engineering, Water resource Department for obtaining necessary permissions regarding crossing of road/railway tracks, shift of various types of public utilities like existing pipe line, sewer line, cable etc. as may be required for the due fulfillment of the obligations under this contract. Indore Municipal Corporation shall deposit all charges including charges for Electric Connection, Crossing of Railway and Road way etc. as may be necessary for seeking required permissions from different authorities but it shall be the primary responsibility of the contractor/firm to pursue with various authorities and obtain the permissions at the earliest. If as a result of excavation of trenches the underground services such as water main electric telephones cable, sewer lines become naked and unsupported it shall be the responsibility of the contractor to make suitable and necessary arrangement as per direction of the Engineer-in-Charge for their protection and no extra payment on this account will be made to the contractor. Any damages caused to the above mentioned underground services due to negligence of the contractor or otherwise the same shall be made good by the contractor at his own cost.

2.0 Accuracy of Lines, Levels and Grades

- 2.1 The various works shall be done true to line, level and grade. The periodical checking of these by the Engineer or Engineer's representative shall not absolve the Contractor of his responsibility regarding their accuracy. In case of any deviation or discrepancy in line, level or grade at the meeting faces, the contractor shall make good the discrepancy at his own cost and without any compensation for the additional work if any involved. Whenever such a discrepancy is found to arise at the junction of works being carried out by different Contractors the responsibility to set right their respective discrepancies shall be fixed by the Engineer whose decision shall be final and binding on the Contractors concerned. Engineer shall further have the unquestioned right if need be to rectify the discrepancies and recover the cost from the Contractor or Contractors according to proportions as he May consider reasonable.
- 2.2 The details of location and the nearest permanent bench marks. Reference Grid Marks shall be obtained by the Contractor in writing from the Engineer. Temporary bench mark for day to day use shall be fixed with reference to above permanent bench marks with double leveling. The Grid Co-ordinates and its references May be obtained from the Engineer.

3.0 Arrangements of Water and Electric Power

Arrangement for water and electric power required by the Contractor for the works shall be made by him at his own cost. Employer will however recommend to the State Electricity Board for giving the connection and power to the Contractor. However the Employer will bear no responsibility in this respect.

4.0 Measures for Prevention of Fire

- 4.1 The Contractor shall not set fire to any standing Jungle, trees, brush wood or grass without a written permission from the Engineer.
- 4.2 When such permission is given and also in all cases when destroying out of dug trees, brush wood, grass etc. by fire, the Contractor shall take necessary measures to prevent such fire spreading to or otherwise damaging surrounding property.
- 4.3 Any damage caused by the spreading of such fire, whether in or beyond limits of the Employer's property, the amount of the damage shall be recovered by the Engineer from the Contractor's Bills as damages or deducted by any other duly authorized officer from any sums that May be due or become due from the Employer to the Contractor under the contractor otherwise.
- 4.4 The Contractor shall bear the expenses of defending any action or law proceedings that May be brought by any person by injury sustained owing to neglect of precautions to prevent the spread of fire and shall pay any damage and cost that May be awarded in consequence.

5.0 Site Order Book

A site order book shall be kept at the Employer's office on the site of the work. As far as possible all orders regarding the works are to be entered in this book. All entries therein shall be signed by the Engineer on his representative and the contractor or his authorized representative. In important cases the Engineer will countersign the entries which have been made. The site order book shall not be removed from the work site except with written permission of the Engineer and the Contractor or his representative shall be bound to take note of all instructions and directions meant for the Contractor as entered in the site order book without having to be called on separately to note them. The Engineer shall submit periodically copies of the remarks in the site order book to the Employer for record and to the contractor for submitting compliance report.

6.0 Foundations Depth/Levels.

The drawings indicate the general foundation levels to be adopted for the different conditions of the structures. During execution these levels May be modified to suit the site conditions. The Contractor shall not be liable to any compensation for any minor delays on this account. However this May be considered for granting suitable extension in the completion period if necessitated by such events.

7.0 Approach Road

Necessary approach roads for various construction of components of the work like Intake, WTP, OHT etc. shall be satisfactorily constructed and maintained by the Contractor at his own cost.

8.0 Regulation and Bye-Laws

The contractor shall conform to the regulations, bye laws or any other statutory rules made by any local authorities or by the Government and shall protect and indemnify the Employer against any claims or liability arising from or based on the violations of any such laws, ordinance, regulations, orders and decrees etc.

9.0 Contractor to use Excavated Hard Rock

All useful materials like hard rock etc. excavated by the Contractor at site shall be the property of Employer and shall be issued to the Contractor at the issue rate of Rs. 200/- per cum. It shall be binding on the Contractor to use it as rubble, metal aggregate etc. after breaking into the required size for concrete work and as directed by the Engineer.

10.0 Income Tax

During the course of contract period, deductions of Income Tax shall be made at the prevailing rate of Department of Income Tax Government of India and as revised from time to time as per the advice of Income Tax authorities.

11.0 Supply and Arrangement of Materials

- (1) The contractor shall make his own arrangement for supply of materials including cement and steel. The contractor shall be responsible for all transportation and storage of the materials at site and shall bear all the related costs. The Engineer shall be entitled at any time to inspect or examine all such materials. The contractor shall provide reasonable assistance for such inspection or examination as May be required.
- (2) The contractor shall keep an accurate record of use of materials like cement and steel used in the works in a manner prescribed by the Engineers.

12.0 Cement

- (a) The Contractor shall stock his requirement so as to ensure utilization of cement within 60 days but in no case later than 90 days Cement older than the period aforesaid shall not be used on any work except with the written permission of the Engineer, and after satisfactorily passing such test as he May specify. The Contractor shall forthwith remove from the work such cement that Engineer has not allowed. The final disposal of such cement shall comply with the rules in force at the time and as the Engineer May approve
- (b) Large stocks of cement shall not be kept at the works but only sufficient quantities shall be kept to assure continuity of the work. The Contractor shall provided and maintain efficient water proof storage sheds for cement on the site of work. It shall be stacked on the platform 30 cms. above the floor level and shall be covered with tarpaulin or any other impervious covering materials in order to protect the cement bags from moisture. The cement shall be neatly stacked in an orderly manner so as to allow an easy access and count. The arrangement of storage and utilization shall be such as to ensure the utilization of cement in the order of its arrival at the stores and the Contractor shall maintain satisfactory records which would at any time show the date of receipt and proposed utilization of cement laying in the stores at site.
- (c) The Engineer shall at all time have access to the stores at sites of the Contractor. He shall have authority to check and examine the method of storage, record accounting and security provided by the Contractor. The Contractor shall comply with instructions that May be issued by the Engineer in this connection. The Contractor shall further at all times satisfy the Engineer on demand and by the production of records and books or submission of returns and proforma or by other proofs that May be demanded that the cement brought from the approved manufacturer with date of receipt & consumption etc. The Contractor shall at all

times keep his records up to date to enable the Engineer to apply such checks as he May desire to impose.

The contractor shall provide a double locking arrangement to the store the key of one of the locks being with the Engineer or his representative at site. The Engineer or his authorized agent will have the authority to verify the stocks and check the consumption in any manner he thinks proper.

13.0 Special Condition Regarding Conditional TENDER

The BIDDER will have to give an under taking with the instrument of Earnest Money to the effect that there are no conditions in the TENDER and if any conditions are found the same shall be ignored.

If such an under taking is not found with the Earnest Money the TENDER will not be opened and not taken into consideration. However in case the contractor gives such an undertaking at the time of opening of TENDER the same May be considered.

14.0 Design and Drawings

- (1) Bidder shall carryout detail survey and investigations (including soil test) as may be required for preparation of detail designs and drawings.
- (2) The detailed design and drawing shall be prepared by Contractor and submitted to Government Engineering College for examination through city engineer and the observations made by the examining institute shall be duly incorporated by Contractor without any claims what so ever in this regard. Thereafter the drawing duly vetted by engineering college shall be submitted to Executive Engineer for final approvals.
- (3) The approved drawings shall remain in the sole custody of the Engineer. The Contractor shall obtain and make at his own expense any further copies required by him. At the completion of the contract the Contractor shall return to the Engineer all Drawings provided under the Contract.
- (4) **All works of civil construction will be done under supervision of PMC agency appointed by IMC.**

One copy of the Drawings to be kept on Site.

- (4) One copy of the Drawings furnished to the Contractor as aforesaid, shall be kept by the Contractor on the site and the same shall at all reasonable times be available for inspection and use by the Engineer and the Engineer's Representative and by any other person authorized by the Engineer in writing.

Disruption of Progress

- (5) The Contractor shall give written notice to the Engineer whenever planning or progress of the works is likely to be delayed or disrupted unless any further drawing or order, including a direction, instruction or approval is issued by the Engineer within a reasonable time. The notice shall include details of the drawing or order required and of why and by when it is required and of any delay or disruption likely to be suffered if it is late.

Delay and Cost of delay of Drawings

- (6) If, by reason of any failure or inability of the Engineer to issue within a time reasonable in all the circumstances any drawing or order required by the Contractor in accordance with sub-clause (3) of this Clause, the Contractor suffers delay then the Engineer shall take such delay into account in determining any extension of time to which the Contractor is entitled under Clause 44 hereof. However the Contractor shall not be entitled to any compensation for such delay, except extension of time.

Further Drawings and Instructions

- (7) The Engineer shall have full power and authority to supply to the Contractor from time to time during the progress of the Works such further drawings and instructions as shall be necessary for the purpose of the proper and adequate execution and maintenance of the Works The Contractor shall carry out and be bound by the same.

15.0 Sufficiency of TENDER

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his TENDER for the Works and of the rates and prices of various Quantities and the Schedule of Rates and Prices, if any, which TENDER rates and prices shall, except in so far as it is otherwise provide in the Contract, cover all his obligations under the Contract and all matters and things necessary for the proper execution and maintenance of the Works. If, however, during the execution of the Works the Contractor shall encounter physical conditions, other than climatic conditions on the Site, or artificial obstructions, which conditions or obstruction could, in his opinion, not have been reasonable foreseen by an experienced contractor the Contractor shall forthwith give written notice thereof to the Engineer's Representative and if in the opinion of the Engineer, such conditions or artificial obstructions could not have been reasonably foreseen by an experienced contractor, than the Engineer shall certify and the Employer shall pay the additional cost to which the Contractor shall have been put by reason of such conditions, including the proper and reasonable cost. However the Engineer in charge decision shall be final & binding.

As per third proviso of rule 68 of MP minor mineral rules 1996 and amended enforce from date 23/03/2013, "Contractor shall be submitted no mining dues certificate to ensure payment of royalty for the mineral used in construction work from open market"

कार्यालय-आयुक्त, नगर पालिक निगम, इन्दौर

क्रमांक 33/एम.सी./2021-22

दिनांक :- 21/10/2021

आदेश

निकाय क्षेत्रान्तर्गत अधोसंरचना विकास कार्यों के लिये निगम के विभिन्न विभागों में निर्माण/संधारण कार्यों में उपयोग किये जाने वाले गीण खनिजों की रायल्टी राशि की वसूली करने के संबंध में कलेक्टर जिला इन्दौर (म.प्र.) के पत्र क्रं. 308/खनिज/2021 इन्दौर दिनांक 05.02.2021 के पत्रानुसार एवं माननीय उच्च न्यायालय की रिट-पिटिशन क्रं. 7798/2017 में उल्लेखित अनुसार रायल्टी के संबंध में कार्यवाही किये जाने के निर्देश एवं विधिक राय दिनांक 28.07.2021 अनुसार निगम में निर्माण/संधारण कार्य करने वाले ठेकेदारों के देयकों के भुगतान पूर्व निम्नानुसार आवश्यक कार्यवाही सम्पादित करवाई जाये-

1. रायल्टी की दरें खनिज विभाग द्वारा लागू की गई हैं, ठेकेदारों द्वारा प्रस्तुत किये गये रनिंग देयक से रायल्टी की गणना उपयंत्री/सहायक यंत्री द्वारा करके पत्र जारी करते हुये राशि रोकी जावे।
2. फायनल बिल पर रायल्टी की पूर्ण गणना कर मात्रा एवं रायल्टी की तत्समय रायल्टी की स्वीकृत दर अनुसार सकल राशि का ठेकेदार को पत्र जारी किया जावे। ठेकेदारों द्वारा रायल्टी की राशि खनिज शीर्ष मद क्रं. 0853 में जमा करवाई जाकर 2 (दो) माह में चालान की प्रति प्रस्तुत करने के उपरांत देयक भुगतान की कार्यवाही सुनिश्चित की जावे अथवा ठेकेदारों को रायल्टी भुगतान किये गये खनिजों के प्रमाण पत्र के रूप में खनन विभाग से नोमिनरल सर्टिफिकेट (एन.एम.डी. प्रमाण पत्र) प्रस्तुत करना होगा।
3. माननीय उच्च न्यायालय के निर्देशानुसार खनन विभाग से ठेकेदारों को निर्माण कार्य पूर्ण होने के 2 माह के अन्दर नोमिनरल सर्टिफिकेट (एन.एम.डी. प्रमाण पत्र) प्राप्त कर देयक भुगतान के साथ प्रस्तुत करना होगा, तदोपरांत ही भुगतान की कार्यवाही की जावे।
4. ठेकेदार द्वारा रायल्टी प्रमाण पत्र समयावधि में प्रस्तुत नहीं करने की दशा में ठेकेदार के देयक से फायनल बिल पर खनिज विभाग द्वारा लागू की गई तत्समय रायल्टी की दरों अनुसार गणना कर सकल राशि का कटौत अंतिम देयक/सिक्कुरिटी डिपोजीट में से किया जावे। लेखा शाखा द्वारा अंतिम देयक में से कटी गई रायल्टी की राशि नियमानुसार खनिज शीर्ष मद क्रं. 0853 अथवा संबंधित मद में जमा करवाई जाकर खनिज शाखा को सूचित किया जावे।

उक्त आदेश का कड़ाई से पालन करना सुनिश्चित किया जावे।

(आदेश तत्काल प्रभावशील होगा)

(प्रतिभा पाल)

आयुक्त

नगर पालिक निगम, इन्दौर
अविरत2

प्रशासक, नगर पालिक निगम, इन्दौर प्रस्ताव क्रमांक 11 दिनांक 17/09/2020

निर्माण एवं विध्वंस अपशिष्ट के व्ययन (डिस्पोजल) के संबंध में आयुक्त का पत्र क्रमांक 270 दिनांक 31.08.2020 पर विचार किया गया।

2. विचारोपरांत आयुक्त के पत्र के संलग्न संक्षेपिका में दर्शाई स्थिति एवं अनुशांसा के प्रकाश में निर्माण एवं विध्वंस अपशिष्ट के उचित व्ययन (डिस्पोजल) हेतु व्यवस्था सार्वजनिक उद्घोषणा (पब्लिक नोटिफिकेशन) के माध्यम से लागू किये जाने की स्वीकृति निम्नानुसार दी जाती है :-

1. नगरीय क्षेत्र में निर्मित होने वाले भवनों का भवन अनुज्ञा जारी करने के साथ प्रस्तावित बिल्टअप एरिया पर रुपये 50 प्रति वर्ग मीटर के मान से निर्माण एवं विध्वंस अपशिष्ट (डिस्पोजल) शुल्क अधिरोपित किया जावे।
2. नगर निगम सीमा क्षेत्र में विकसित की जाने वाली कॉलोनियों के कॉलोनाईजर को कॉलोनी विकास के दौरान पैदा होने वाले C&D वेस्ट को देवगुराडिया स्थित डिस्पोजल साईट तक परिवहन कर भेजना होगा एवं राशि रुपये 400/- प्रति मेट्रीक टन प्रतिमाह के मान से प्रोसेसिंग चार्ज अदा करना होगा।
3. ऐसे सभी शासकीय/अर्द्धशासकीय विभाग जैसे आई.डी.ए., ए.के.वी.एन. स्मार्ट सिटी, मेट्रो रेल, पी.डब्ल्यू.डी., सी.पी.डब्ल्यू.डी., एन.एच.ए.आई. भारतीय रेल, एम.पी.आर.डी.सी., एयरपोर्ट, डिफेंस एवं सभी राज्य एवं केन्द्रीय विभाग जो नगरीय क्षेत्र में निर्माण एवं विकास का कार्य करेंगे वह उत्पन्न/पैदा होने वाला निर्माण एवं विध्वंस अपशिष्ट प्रसंस्करण स्थल देवगुराडिया तक अपना निर्माण एवं विध्वंस अपशिष्ट परिवहन कर भेजेंगे एवं रुपये 500 प्रति मेट्रीक टन के मान से प्रसंस्करण शुल्क नगर निगम, इन्दौर में जमा करावेंगे। यदि संबंधित विभागों द्वारा इसका उल्लंघन किया जाता है, तो उन पर न्यूनतम रुपये 1,000/- से अधिकतम रुपये 1,00,000/- तक की पेनल्टी अधिरोपित की जावे।
4. नगरीय क्षेत्र के अंदर निर्माण एवं विध्वंस अपशिष्ट के परिवहन करने वाले निजी वाहनों डम्पर/ट्रेक्टर ट्राली को नगर निगम के संबंधित झोनल कार्यालय में पंजीयन कराना होगा, पंजीयन शुल्क डम्पर हेतु रुपये 1,000/- एवं ट्रेक्टर ट्राली के लिये रुपये 500/- निर्धारित होगा।
5. नगर निगम क्षेत्र में उल्लेखित विकास कार्यों से संबंधित संस्थाएं जो सी.एण्ड.डी. वेस्ट का उत्पादन करेंगे उनका अपने विकास कार्यों में लगने वाली सामग्री (ईंट (Brick), पेवर ब्लॉक, कान्क्रीट करविंग, जी.एस.बी. इत्यादि) का न्यूनतम 20% सी.एण्ड.डी. प्लांट डिस्पोजल से निर्मित होने वाली सामग्री को क्रय करना अनिवार्य होगा।
6. नगर निगम एवं स्मार्ट सिटी से होने वाले विकास कार्यों की निविदाओं में स्पष्ट रूप से उल्लेख करना होगा की निर्माण कार्य के दौरान लगने वाली सामग्री सामग्री (ईंट (Brick), पेवर ब्लॉक, कान्क्रीट करविंग, जी.एस.बी. इत्यादि) का न्यूनतम 20% उपयोग नगर निगम द्वारा संचालित सी.एण्ड.डी. प्लांट से क्रय कर उपयोग करना अनिवार्य होगा।

निर्माण एवं विध्वंस अपशिष्ट के उचित व्ययन (डिस्पोजल) के लिए व्यवस्था सार्वजनिक उद्घोषणा (पब्लिक नोटिफिकेशन) के माध्यम से लागू किये जाने हेतु आयुक्त को अधिकृत किया जाता है।

आयुक्त नियमानुसार आवश्यक कार्यवाही करें।

(डॉ. पवन कुमार शर्मा)

प्रशासक

नगर पालिक निगम, इन्दौर

दिनांक

पृष्ठांकन क्रमांक

प्रतिलिपि :-

1. आयुक्त, नगर पालिक निगम, इन्दौर
2. सहायक संचालक, रेसीडेंट ऑडिट की ओर जानकारी एवं आवश्यक कार्यवाही हेतु प्रेषित।

सचिव

नगर पालिक निगम, इन्दौर

Section – 4
Bill of Quantities

(Attached separately)

**SECTION 5
AGREEMENT FORM
AGREEMENT**

This agreement, made on the day of _____ between (name and address of Employer) (hereinafter called "the Employer) and _____ (name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that the Contractor execute _____ (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs. _____

NOW THIS AGREEMENT WITNESSED as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred' to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
 - i. Letter of Acceptance
 - ii. Contractor's Bid
 - iii. Condition of Contract: General and Special
 - iv. Contract Data
 - v. Bid Data
 - vi. Drawings
 - vii. Bill of Quantities and _
 - viii. Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed whereof the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of affixed in the presence of:

Signed, Sealed and Delivered by the _____ in the presence of:

Binding Signature of Employer _____

Binding Signature of Contractor _____