

Date : 07-09-2026

**Amendment No.3**

|              |                                                                        |
|--------------|------------------------------------------------------------------------|
| Tender No.   | 2026_DTCP_529517_1 (1st Call)                                          |
| NIT No.      | IDA/ETENDER/2026-27/173 DATED 13-08-2026                               |
| Name of Work | DEVELOPMENT OF URBAN FOREST (NAGAR VAN) AT SCHEME NO 97 PART-IV INDORE |

In continuation of the above **NIT** and **Amendment No. 1** dated **13.08.2026** and **18-08-2026** respectively, and pursuant to the pre-bid meeting held on **21.08.2026**, the following clarifications/amendments shall be deemed to form an integral part of the tender document.

In case of any contradiction or inconsistency between the provisions of the original Tender Document, Amendment No.1 and this Corrigendum, the provisions of this Corrigendum shall prevail to the extent of such inconsistency.

All other terms and conditions of the NIT/tender document shall remain unchanged. Prospective bidders are advised to carefully take note of all the amendments/clarifications contained herein while preparing and submitting their bids.

**PART-A****AMENDMENTS RELATING TO ELIGIBILITY / PRE-QUALIFICATION****1. DEFINITION OF "SIMILAR WORK"**

| Particular                                                      | Existing Provision                                                                                                                                                                                                           | Revised Provision                                                   |
|-----------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| Annexure-C<br>Pre-<br>Qualification<br>Criteria<br>Similar Work | – “Similar work” was defined as multiple completed works of construction/development with facilities like garden, pathways, fountains, synthetic track including electrification, for which construction has been completed. | The definition shall be deleted and substituted with the following: |

### **Revised Provision**

For the purpose of determining eligibility under the Technical/Pre-Qualification criteria, **"Similar Work"** shall mean:

**"A successfully completed work involving development/construction of an urban park, city park, garden, urban forest, recreational park, green/open space, landscape development or similar public recreational/green infrastructure facility involving substantial civil/infrastructure development and/or horticulture, landscape and plantation works."**

For the purpose of determining similarity, the previous work **need not necessarily contain all the individual components** of the present tendered work. The similarity shall be assessed with reference to the **nature, scale, complexity and principal components** of the work.

The mere difference in nomenclature/title of the work shall not by itself render an otherwise eligible work dissimilar, provided the work substantially falls within the above definition.

## **2. QUALIFYING SIMILAR WORK EXPERIENCE**

The existing provision in Annexure-C prescribing three works of 20% PAC each, two works of 30% PAC each or one work of 50% PAC shall continue, but shall be read with the revised definition of Similar Work under Item 1 above. The original Annexure-C contains these thresholds and requires certificates from the Principal Employer/authorised officer not below the rank of Executive engineer.

### **Revised Provision**

The bidder shall have successfully completed, during the **last five financial years**, either:

**(a) Three similar completed works, each having value not less than 20% of the PAC;**

**OR**

**(b) Two similar completed works, each having value not less than 30% of the PAC;**

**OR**

**(c) One similar completed work having value not less than 50% of the PAC.**

The qualifying work shall be supported by a completion certificate issued by the Principal Employer or his authorised officer, not below the rank prescribed in the Tender Document. For avoidance of doubt, a qualifying previous work **need not contain all the components of the present work**. The eligibility shall be assessed on the basis of the revised definition of Similar Work specified in Item 1 above.

In addition to the overall Similar Work experience requirement, every bidder, whether participating as an individual entity or as a Joint Venture, shall demonstrate:

- (a) eligible Civil/Infrastructure works having an aggregate value of not less than 30% of PAC; and
- (b) eligible Plantation/Horticulture/Landscape/Garden/Urban Green Infrastructure works having an aggregate value of not less than 20% of PAC. In case of a Joint Venture, the above requirements may be fulfilled by either one partner or both partners collectively, as provided in Item 4.

#### COMPONENT-WISE TECHNICAL EXPERIENCE

In addition to the overall Similar Work experience prescribed above, the bidder shall demonstrate successfully completed experience in the following principal components of the present work:

- (a) **Civil/Infrastructure Component:** The bidder shall have successfully completed eligible Civil/Infrastructure works having an aggregate eligible value of not less than **30% of the PAC**.
- (b) **Plantation/Horticulture/Landscape Component:** The bidder shall have successfully completed eligible Plantation / Horticulture / Landscape / Garden / Urban Green Infrastructure works having an aggregate eligible value of not less than **20% of the PAC**.

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The above component-wise experience shall be supported by completion certificates or other documentary evidence prescribed under the Tender Document, clearly indicating the nature and value of the work executed. The experience under the above two components may be demonstrated through one or more eligible completed works, subject to the other qualification and documentary requirements prescribed in the Tender Document.

For Joint Ventures, the above component-wise experience requirements may be fulfilled by either one or both of the two JV partners, collectively, subject to the respective minimum requirements. The fixed **60:40 participation ratio** of the JV shall not require the technical experience to be contributed in the same proportion.

### 3. DELETION OF SYNTHETIC TRACK AND GRASS WORK AS INDEPENDENT PQ CRITERIA

| Particular                          | Existing Provision                                                                                                                          | Revised Provision                                                                                                                                            |
|-------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Annexure-C – Physical Qualification | Specific requirement relating to 400 m Synthetic Track and 10,000 sq.m. Grass Work was prescribed under the amended qualification criteria. | The requirement of 400 m Synthetic Track and 10,000 sq.m. Grass Work as an independent Pre-Qualification/Physical Qualification criterion is hereby deleted. |

#### Clarification

The above amendment relates **only to eligibility/pre-qualification**. The items relating to Synthetic Track, Grass Work and other horticulture/landscape works, wherever included in the BOQ, technical specifications or drawings, **shall continue to remain part of the scope of work** and shall be executed by the successful bidder in accordance with the Contract.



**4. JOINT VENTURE – TECHNICAL QUALIFICATION**

| Particular                                                                     | Existing Provision                                                                                                                            | Revised / Amended Provision                                           |
|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------|
| <b>Joint Venture – Constitution, Participation and Technical Qualification</b> | The Tender Document permits Joint Venture participation with Lead Partner and Second Partner, with the prescribed participation requirements. | The existing provision shall be <b>modified/clarified as follows:</b> |

**4.1 Constitution of Joint Venture**

A Joint Venture shall comprise **exactly two (2) partners**, namely:

- (i) **Lead Partner – 60% participation; and**
- (ii) **Other/Second Partner – 40% participation.**

The participation ratio of the two partners in the Joint Venture shall be **60% and 40%, respectively**, aggregating to 100%. **Joint Ventures/Consortia comprising more than two partners/members shall not be permitted.** The 60:40 participation ratio shall relate to the **constitution and participation of the Joint Venture** and shall not, by itself, restrict the manner in which the two JV partners may demonstrate the technical or financial qualification requirements prescribed in the Tender Document.

**4.2 Overall Similar Work Qualification**

The Joint Venture as a whole shall satisfy the overall Similar Work qualification prescribed in the Tender Document, as modified/clarified through this Corrigendum.

Accordingly, the two JV partners may **collectively fulfil** the following requirement:

- (a) Three similar completed works, each having value not less than 20% of PAC; OR**
- (b) Two similar completed works, each having value not less than 30% of PAC; OR**

(c) One similar completed work having value not less than **50% of PAC**.

The qualifying experience for the above requirement may be provided by **either one partner or both partners collectively**, subject to the eligibility conditions and documentary requirements prescribed in the Tender Document.

#### **4.3 Component-wise Technical Experience**

Considering the approximate composition of the present work, comprising approximately **60% Civil/Infrastructure Works and 40% Plantation/Horticulture/Landscape Works**, the Joint Venture shall also demonstrate the following minimum component-wise experience:

##### **(a) Civil/Infrastructure Component**

The Joint Venture shall have successfully completed eligible **Civil/Infrastructure works** having an aggregate eligible value of not less than: **30% of PAC**.

##### **(b) Plantation/Horticulture/Landscape Component**

The Joint Venture shall have successfully completed eligible **Plantation/Horticulture/Landscape/Garden/Urban Green Infrastructure works** having an aggregate eligible value of not less than: **20% of PAC**.

#### **4.4 Contribution of Experience by JV Partners**

The **Civil / Infrastructure qualification and Plantation / Horticulture / Landscape qualification may be fulfilled by either one or both of the two JV partners**, subject to the specific minimum requirements prescribed herein. Accordingly, the required experience may be demonstrated:

- entirely by the Lead Partner;
- entirely by the Other/Second Partner; or
- collectively by both partners,

provided that the Joint Venture as a whole satisfies the respective minimum requirements of:

- 30% of PAC for Civil/Infrastructure works; and
- 20% of PAC for Plantation/Horticulture/Landscape works.

For avoidance of doubt, the 60:40 participation ratio shall not be construed as requiring the technical experience to be contributed in the same 60:40 proportion.

#### **4.5 Attribution of Previous Joint Venture Experience**

Where any qualifying experience submitted by either JV partner relates to a work executed earlier as a Joint Venture/Consortium, only the **eligible value/component attributable to the concerned partner**, as established from the relevant Joint Venture Agreement, completion certificate and other supporting documents, shall be considered. The same work/value shall not be counted more than once for satisfying the same qualification requirement.

#### **4.6 JV Agreement and Responsibility**

The Joint Venture Agreement submitted with the bid shall clearly specify:

1. the identity of the **Lead Partner** and **Other/Second Partner**;
2. the participation of the Lead Partner as **60%** and Other/Second Partner as **40%**;
3. the proposed allocation of responsibilities/components between the two partners;
4. the authority of the Lead Partner to act on behalf of the Joint Venture for the purposes of the Tender and Contract; and
5. the joint and several liability of both partners for due performance of the Contract.

Notwithstanding the internal allocation of work/responsibilities, **both JV partners shall remain jointly and severally responsible and liable to the Indore Development Authority for due and complete performance of the entire Contract.**

**5. JOINT VENTURE – FINANCIAL QUALIFICATION / TURNOVER**

| Particular                                                           | Existing Provision                                      | Revised / Amended Provision            |
|----------------------------------------------------------------------|---------------------------------------------------------|----------------------------------------|
| <b>Average Annual Construction Turnover in case of Joint Venture</b> | Existing provisions of the Tender Document shall apply. | The following provision shall prevail: |

**5.1 Average Annual Construction Turnover**

The bidder shall have an **Average Annual Construction Turnover from construction works of not less than 100% of PAC during the last five financial years**, as prescribed in the Tender Document and modified through this Corrigendum.

In case of a Joint Venture, the eligible Average Annual Construction Turnover of the **two JV partners may be aggregated** for determining compliance with the overall turnover requirement. Thus, the combined eligible Average Annual Construction Turnover of the Lead Partner and Other/Second Partner shall be not less than: **100% of PAC**.

**5.2 Contribution of Turnover by JV Partners**

The turnover requirement may be fulfilled by:

- the Lead Partner alone;
- the Other/Second Partner alone; or
- both partners collectively,

subject to the overall requirement of **100% of PAC** and submission of the prescribed documentary evidence.

The **60:40 JV participation ratio shall not be construed as requiring turnover to be demonstrated in the same 60:40 proportion**.

### 5.3 Documentary Evidence

The turnover claimed by each JV partner shall be supported by the documentary evidence prescribed in the Tender Document, including audited financial statements/Certificate of Chartered Accountant or such other acceptable documents as may be prescribed. Only eligible turnover from construction works and turnover attributable to the concerned legal entity shall be considered.

### 5.4 No Separate 100% Turnover Requirement for Each JV Partner

For avoidance of doubt, the requirement of **100% of PAC** shall be an **aggregate financial qualification requirement for the Joint Venture**. It shall not be necessary for each individual JV partner to independently satisfy the requirement of 100% of PAC, unless specifically provided otherwise elsewhere in the Tender Document.

### 5.5 Constitution and Participation

The Joint Venture shall consist of exactly two partners:

| JV Partner           | Participation |
|----------------------|---------------|
| Lead Partner         | 60%           |
| Other/Second Partner | 40%           |
| Total                | 100%          |

No third partner/member shall be permitted.

### 5.6 Relationship between Participation and Qualification

For avoidance of any ambiguity:

**The 60:40 participation ratio is a requirement relating to the constitution and participation of the Joint Venture and shall not restrict the manner in which the two JV partners may collectively demonstrate the financial or technical qualification requirements prescribed in the Tender.** Accordingly: The overall Similar Work experience, Civil/Infrastructure experience, Plantation/Horticulture/Landscape experience and Average Annual Construction Turnover may be demonstrated by either one or both of the two JV partners, subject to the respective minimum qualification requirements prescribed herein and the documentary requirements of the Tender Document.



**PART-B**  
**COMMERCIAL AND CONTRACTUAL CONDITIONS**

**6. PRICE ADJUSTMENT / PRICE ESCALATION**

The existing Contract Data provides that price adjustment is applicable where PAC exceeds ₹10 crore and the period exceeds 18 months and refers to Annexure-R. The GCC also contains a general price-adjustment mechanism where it is provided in the Contract Data.

**Revised Provision**

The following provision shall substitute the corresponding provision under

**Clause 31 of Contract Data:**

**“Price Adjustment: NOT APPLICABLE.”**

Accordingly, **Annexure-R – Price Adjustment** shall be treated as:

**“NOT APPLICABLE FOR THIS TENDER.”**

The rates quoted by the bidder and accepted by the Authority shall remain **firm and fixed for the entire period of the Contract**, including any extension of time, except to the extent any adjustment is mandatorily required by applicable law and cannot legally be excluded.

No claim for general escalation in the cost of:

- labour;
- cement;
- steel;
- other materials;
- fuel;
- machinery;
- transportation;
- royalty;
- duties;
- cess; or
- any other input

shall be admissible on account of increase in cost during the Contract period.

### **Consequential Amendment to GCC Clause 31**

For this Tender, the provisions of GCC Clause 31 relating to price adjustment shall **not operate**, since Price Adjustment is expressly made "Not Applicable" in the Contract Data. Any reference in GCC Clause 31 or elsewhere which may otherwise result in applicability of price adjustment to this Contract shall be read accordingly.

### **7. DEFECT LIABILITY PERIOD**

There is inconsistency between the original Contract Data and Amendment No. 01 regarding DLP. The original Contract Data provides a 5-year security-release pattern for building/road works, while Amendment No. 01 introduced a 3 year/36-month DLP.

#### **Revised Provision**

The Defect Liability Period for the present work shall be: **5 (Five) years / 60 (Sixty) months.**

The DLP shall commence from the date of issue of the **certificate of physical completion of the entire work** by the competent authority. The Contractor shall remain responsible during the DLP for rectification of defects attributable to defective workmanship, materials or execution in accordance with the Contract.

### **8. RECTIFICATION OF DEFECTS DURING DLP**

#### **Revised Provision**

The Contractor shall promptly rectify defects pointed out by the Engineer-in-Charge. Unless a shorter period is specifically required having regard to the nature of the defect, the Contractor shall rectify the defect within: **10 days from receipt of written notice/instruction from the Engineer-in-Charge.** Where the defect is not rectified within the prescribed period, the Authority shall be entitled to take action in accordance with the Contract, including recovery of the cost of rectification from amounts/security otherwise available under the Contract. The DLP shall stand extended in respect of a particular defect until such defect is satisfactorily rectified, wherever so provided under the Contract.

### 9. RELEASE OF SECURITY DEPOSIT / PERFORMANCE SECURITY

The original Contract Data presently provides 25% release after three years, 25% after four years and 50% after five years for Building/Road Works, but six months for "Other Works."

Since the present contract has a **5-year DLP**, the provision shall be harmonised as follows.

#### Revised Clause 30.A

The Performance Security/Security Deposit shall be released from the date of actual/physical completion of the entire work as follows:

| Stage                                                | Amount to be Released |
|------------------------------------------------------|-----------------------|
| After completion of 3 years from physical completion | 25%                   |
| After completion of 4 years from physical completion | 25%                   |
| After completion of 5 years / expiry of DLP          | 50%                   |

The provision relating to:

**"Other Works – 6 months after completion of work"** shall not apply to this Tender and shall stand deleted. Release shall remain subject to adjustment/recovery of any outstanding dues, liabilities, defects, penalties or other amounts lawfully recoverable from the Contractor.

### 10. VALIDITY OF PERFORMANCE SECURITY

The existing requirement that Performance Security remain valid beyond the DLP shall continue, with the following clarification.

#### Revised Provision

The Performance Security shall remain valid for the period prescribed in the Contract Data, i.e. **up to three months beyond the expiry of the Defect Liability Period**, unless otherwise specifically required under the Contract. Where the DLP is extended in accordance with the Contract, the validity of the relevant security shall also be extended accordingly. The existing Performance Security of **3%** and Security Deposit of **7%** shall remain unchanged. The Contract Data presently specifies 3% Performance Guarantee and 7% Security Deposit from running bills.

**11. TAXES / GST**

The tax provisions in the Tender Document shall be harmonised as follows.

**Revised Provision**

**GST shall be payable separately at the applicable statutory rate, subject to the applicable provisions of law and the Tender Document.**

All other applicable taxes, duties, cess, royalty, fees, levies and statutory charges, unless specifically provided otherwise in the Tender Document, shall be deemed to be included in the quoted rates.

No general increase in the quoted rates shall be allowed on account of subsequent increase in taxes, duties, cess, levies or input costs, except to the extent any adjustment is **mandatorily required under applicable law and cannot legally be excluded by contract.** This provision shall not be construed as introducing any price escalation mechanism.

**PART-C****SPECIAL CONDITIONS OF CONTRACT****12. ADDITIONAL WORK – CLAUSE 40**

| Particular               | Existing Provision                                                                                         | Revised Provision                                                                      |
|--------------------------|------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|
| <b>SCC<br/>Clause 40</b> | Permits additional similar work "either at the same site or in any other scheme/project of the Authority." | The words " <b>or in any other scheme/project of the Authority</b> " shall be deleted. |

**Revised Clause 40**

The Authority may, subject to the applicable rules and provisions of the Contract, order additional quantities/items or similar additional work at the same site and within the scope/nature of the present Contract, to the extent permissible under the Contract. Work relating to an **independent scheme, separate project or separate site** shall not be treated as additional work under this clause merely because the same Contractor has been awarded the present Contract. Any such independent work shall be procured in accordance with the applicable procurement rules/procedure.

**13. NON-SOR ITEMS**

| Existing Provision                           | Revised Provision |
|----------------------------------------------|-------------------|
| Non-SOR items shall be treated as SOR items. | Deleted.          |

**Revised Provision**

Items not covered under the applicable SOR shall continue to be treated as **Non-SOR items**.

The rate for any Non-SOR/extra/substituted item shall be determined in accordance with the applicable provisions of the GCC governing **extra items, substituted items and variations**, including the applicable provisions of Clauses 20/21. The Contractor shall submit the required rate analysis, supporting documents and market quotations, wherever required, for determination/approval of the rate by the competent authority.

**14. APPROVED MAKES / BRANDS**

Wherever specific brands/makes have been mentioned in the Tender Document, the following provision shall apply:

**"Wherever a particular make/brand is specified, the same shall be read as 'approved make or equivalent' conforming to the prescribed technical specifications, relevant IS/other applicable standards and quality requirements."**

The Contractor may propose an equivalent product/make subject to prior approval of the Engineer-in-Charge/competent authority.

The approval shall be based on:

- conformity with specifications;
- relevant technical standards;
- quality;
- performance;
- durability; and
- suitability for the intended use.

The mere fact that a product is manufactured by a particular brand shall not by itself constitute the sole basis for acceptance/rejection, except where a specific make is technically required for compatibility or other duly recorded technical reasons.



### **15. SAND / SOURCE OF MATERIAL**

The provision prescribing a particular geographical source of sand shall be modified.

#### **Revised Provision**

Sand used in the work shall conform to the applicable **IS specifications and technical requirements prescribed for the relevant work**, including grading, fineness modulus, cleanliness, deleterious-material limits and other specified parameters. The Contractor may procure conforming material from **any legally permissible and approved source**, subject to testing and approval by the Engineer-in-Charge. The source shall not be an independent eligibility condition where the material otherwise satisfies the prescribed technical and quality requirements.

### **16. BATCHING PLANT / READY MIX CONCRETE**

#### **Revised Provision**

The Contractor shall ensure availability of an adequately capable concrete batching/mixing facility of the required capacity and specification for execution of the work. Such facility may be made available by:

- ownership;
- lease;
- hiring;
- assured contractual access; or
- procurement of concrete from an approved RMC plant,

subject to compliance with the prescribed technical specifications, quality-control requirements and approval of the Engineer-in-Charge. The requirement shall therefore not be interpreted as mandating ownership of the equipment where equivalent assured access is available and technically acceptable.

### **17. SITE OFFICE AND SITE FACILITIES**

The existing prescriptive requirement relating to minimum area, air-conditioning and exclusive 1 TB SSD shall be substituted by the following functional requirement.

#### **Revised Provision**

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The Contractor shall provide and maintain at site an **adequately sized, furnished and functional site office/meeting facility** commensurate with the nature and scale of the work.

The facility shall include, at minimum:

1. suitable office/meeting space;
2. furniture;
3. computer/laptop facility;
4. printer/scanner facility;
5. internet connectivity;
6. suitable digital storage/backup facility; and
7. such other basic facilities as may reasonably be required by the Engineer-in-Charge for effective supervision, record keeping and coordination.

The site office shall be maintained in functional condition throughout the period for which it is required under the Contract.

#### 18. KEY PERSONNEL

The requirement of key personnel shall be read as follows:

| Sr. No. | Position                     | No. Required | Minimum Qualification        | Minimum Experience |
|---------|------------------------------|--------------|------------------------------|--------------------|
| 1       | Senior Engineer              | 1            | BE/ME                        | 10 years           |
| 2       | Field Engineer               | 1            | BE/Diploma                   | 5 years            |
| 3       | Material Engineer            | 1            | Diploma in Civil Engineering | 7 years            |
| 4       | Computer Operator-cum-Typist | 1            | Diploma in Computer          | 5 years            |

The Contractor shall deploy the above personnel as required under the Contract. The prescribed penalty for non-deployment shall apply in accordance with the Special Conditions, subject to the Contractor having been required to deploy the concerned personnel during the relevant period. The other personnel required for horticulture and electrical work will be as per given in Special conditions of contract.

## **19. SITE AVAILABILITY / ENCROACHMENT / OBSTRUCTION**

### **Revised Provision**

Where commencement or progress of the work is delayed due to:

- non-availability of site;
- encroachment;
- obstruction;
- non-handing over of required work fronts; or
- any other reason not attributable to the Contractor,

the Contractor shall be entitled to consideration of **extension of time** to the extent justified under the Contract. The Contractor shall, however, utilise all available fronts and reasonably mitigate the effect of such obstruction. No compensation/additional payment shall be admissible merely on account of such delay unless specifically provided under the Contract or otherwise required under applicable law.

## **20. VARIATION IN QUANTITIES**

### **Revised Provision**

Payment shall be made on the basis of the **actual quantities measured and accepted**, subject to the BOQ, drawings, specifications and applicable provisions of the Contract. Any increase/decrease in quantities shall be dealt with in accordance with the provisions of the Contract relating to:

- variations;
- extra items;
- substituted items; and
- change in specifications/design/drawings.

The Contractor shall not be entitled to any claim merely because the actual quantity of an individual BOQ item differs from the estimated quantity, except to the extent expressly provided under the Contract. The earlier wording that variations shall result in **"no claim"** shall be read subject to the applicable variation provisions of the GCC.

## **21. "PRINCIPAL EMPLOYER" – LABOUR/SAFETY PROVISIONS**

Wherever the Special Conditions use the expression **"Principal Employer"** for the Contractor in relation to accidents, labour or employment matters, such expression shall stand deleted.



### **Revised Provision**

The Contractor shall be responsible for compliance with all applicable laws and statutory requirements relating to:

- employment of labour;
- wages;
- safety;
- occupational health;
- workmen compensation;
- insurance;
- welfare measures;
- statutory registrations;
- accident prevention; and
- other applicable labour and safety requirements.

The Contractor shall also be responsible for the acts and omissions of its subcontractors in accordance with the Contract. Nothing contained in the Tender Document shall be construed as creating an employer-employee relationship between the Authority and the employees/workmen of the Contractor or its subcontractors, except to the extent expressly required by applicable law.

### **22. FINALITY OF DECISION OF ENGINEER-IN-CHARGE / AUTHORITY**

The Special Conditions containing expressions such as: "final and binding" in relation to decisions of the Engineer-in-Charge/competent authority shall be read subject to the dispute-resolution mechanism contained in the GCC.

#### **Revised Provision**

The decision of the Engineer-in-Charge/competent authority shall be complied with for purposes of execution and administration of the work, **subject to the Contractor's rights under the applicable dispute-resolution provisions of the Contract.**

Nothing contained in the Special Conditions shall be construed as excluding or overriding the applicable provisions relating to:

- raising of disputes;
- appeal;
- dispute resolution; or
- arbitration.

The original GCC itself contains a prescribed dispute-resolution mechanism. Accordingly, the Special Conditions should not be interpreted as overriding that mechanism.

### **23. DRAWINGS / DESIGN / SITE ADAPTATION**

#### **Revised Provision**

The drawings supplied with the Tender Document shall be read together with the BOQ, specifications and written instructions issued by the Engineer-in-Charge. Minor modifications required for site adaptation, coordination or proper execution, which do not materially alter the scope of the Contract, may be directed by the Engineer-in-Charge. Any **material addition, deletion or alteration in the scope** shall be dealt with in accordance with the applicable provisions of the Contract relating to variation, extra items, substituted items or change in specifications/design/drawings.

### **24. DELAY AND LIQUIDATED DAMAGES**

The existing GCC provides for liquidated damages in case of delay and also provides a mechanism for correction where extension of time is subsequently granted.

#### **Revised/Clarificatory Provision**

Liquidated damages/penalty for delay shall be imposed only for delay **attributable to the Contractor**, after considering the extension-of-time provisions of the Contract. Where extension of time is granted for reasons not attributable to the Contractor, corresponding liquidated damages shall not be recoverable for the period so approved. No duplicate recovery of liquidated damages/penalty for the **same default and same period** shall be made under more than one provision of the Contract. This provision shall not affect the Authority's rights to recover other amounts specifically recoverable under the Contract for independent defaults.

### **25. SUB-CONTRACTING**

Not permitted.



**PART-D**

**PRE-BID MEETING / CLARIFICATIONS**

**26. PRE-BID MEETING MINUTES DATED 21.08.2026**

The queries raised during the Pre-Bid Meeting dated **21.08.2026** and the corresponding responses shall be read together with this Corrigendum. The Pre-Bid Minutes contained queries relating, inter alia, to Similar Work, substantially completed projects, JV qualification, price variation, mobilisation advance, secured advance, DLP, performance security, tax variation and physical qualification. Where any response/statement in the Pre-Bid Minutes is inconsistent with the provisions of this Corrigendum, **this Corrigendum shall prevail.**

For avoidance of ambiguity, the final response/decision of the Authority shall be treated as the provision contained in this Corrigendum wherever a modification is specifically made herein.

**PART-E**

**CONSEQUENTIAL AMENDMENTS**

**27. ANNEXURE-C – PRE-QUALIFICATION CRITERIA**

Annexure-C shall be read as follows:

**A. Financial / Technical Qualification**

The bidder shall have:

**i. Similar Work Experience**

Successfully completed during the last five financial years:

- a) three similar works, each costing not less than 20% of PAC; **OR**
- b) two similar works, each costing not less than 30% of PAC; **OR**
- c) one similar work costing not less than 50% of PAC.

The definition of Similar Work shall be as specified in Item 1 of this Corrigendum.

**ii. Average Annual Construction Turnover**

Average Annual Construction Turnover from construction works of not less than: **100% of PAC** during the last five financial years.

**iii. Physical Qualification**

The requirement of **400 m Synthetic Track and 10,000 sq.m. Grass Work as independent PQ criteria stands deleted.** Any other physical qualification expressly retained in the Tender Document shall continue to apply.

**iv. Bid Capacity**

Bid Capacity shall continue to be assessed in accordance with the prescribed formula in Annexure-X.

**28. ANNEXURE-G – JOINT VENTURE**

Annexure-G shall be read together with Item 4 of this Corrigendum.

The overall technical and financial qualification requirements may be fulfilled by the two members of the Joint Venture either individually or collectively, subject to the minimum component-wise requirements prescribed in this Corrigendum. The Joint Venture shall comprise exactly two partners, namely.

| JV Partner           | Participation |
|----------------------|---------------|
| Lead Partner         | 60%           |
| Other/Second Partner | 40%           |
| Total                | 100%          |

The **overall Similar Work experience, Civil/Infrastructure experience, Plantation/Horticulture/Landscape experience and Average Annual Construction Turnover may be demonstrated by either one or both of the two JV partners**, subject to the respective minimum qualification requirements and documentary requirements prescribed in this Corrigendum. The 60:40 participation ratio shall relate to the constitution and participation of the Joint Venture and shall not require the technical or financial qualification to be contributed in the same proportion.

**29. ANNEXURE-I – FORMAT I-2**

Wherever the Average Annual Construction Turnover requirement is mentioned as **50% of PAC**, it shall be replaced by: **“100% of PAC.”** The format shall be read accordingly for both individual bidders and Joint Ventures.

**30. ANNEXURE-R – PRICE ADJUSTMENT**

Annexure-R shall be treated as: **“NOT APPLICABLE FOR THIS TENDER.”** No calculation under the price-adjustment formula contained in Annexure-R shall be made for this Contract.

**31. CONTRACT DATA – CLAUSE 18**

The entry relating to Defect Liability Period shall be read as: **“Defect Liability Period – 5 (Five) years / 60 (Sixty) months from the date of physical completion of the entire work.”**

**32. CONTRACT DATA – CLAUSE 30**

The following shall continue: **Performance Guarantee/Security – 3% Security Deposit – 7% of each running bill, subject to the maximum prescribed in the Contract Data.** The release shall be governed by the revised Clause 30.A contained in this Corrigendum.

**33. CONTRACT DATA – CLAUSE 30.A**

The existing provision shall be substituted by:

**Release of Performance Security and Security Deposit:**

25% after completion of 3 years from physical completion;

25% after completion of 4 years from physical completion; and

50% after completion of 5 years/DLP.

The provision for release after six months applicable to “Other Works” shall **not apply to this Tender.**

**34. CONTRACT DATA – CLAUSE 31**

The existing entry regarding applicability of price adjustment shall be replaced by:

**“Price Adjustment – NOT APPLICABLE.”** Consequently, the rates shall remain **firm and fixed** in accordance with Item 6 of this Corrigendum.

## PART-F

**SUMMARY OF FINAL ELIGIBILITY AND MAJOR COMMERCIAL CONDITIONS**

For avoidance of any doubt, the principal provisions applicable to this Tender after issuance of this Corrigendum shall be as follows:

| <b>Sr. No.</b> | <b>Particular</b>                               | <b>Final Provision</b>                                                                                                                                                                                    |
|----------------|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1              | PAC                                             | ₹28,48,70,697/-                                                                                                                                                                                           |
| 2              | Similar Work                                    | Urban park/city park/garden/urban forest/recreational park/green-open space/landscape/plantation/public recreational-green infrastructure involving substantial civil and/or horticulture/landscape works |
| 3              | Similar Work – Option 1                         | 3 works × 20% PAC                                                                                                                                                                                         |
| 4              | Similar Work – Option 2                         | 2 works × 30% PAC                                                                                                                                                                                         |
| 5              | Similar Work – Option 3                         | 1 work × 50% PAC                                                                                                                                                                                          |
| 6              | Look-back period                                | Last 5 financial years                                                                                                                                                                                    |
| 7              | Synthetic Track 400 m as PQ                     | <b>Deleted</b>                                                                                                                                                                                            |
| 8              | Grass 10,000 sqm as PQ                          | <b>Deleted</b>                                                                                                                                                                                            |
| 9              | Average Annual Construction Turnover            | <b>100% of PAC</b>                                                                                                                                                                                        |
| 10             | JV overall experience                           | Collectively permissible                                                                                                                                                                                  |
| 11             | Lead Partner participation                      | 60% participation                                                                                                                                                                                         |
| 12             | Second Partner participation                    | 40% participation                                                                                                                                                                                         |
| 13             | Lead Partner Civil experience                   | Minimum <b>30% PAC</b>                                                                                                                                                                                    |
| 14             | JV Plantation/Horticulture/Landscape experience | Minimum <b>20% PAC by at least one JV member</b>                                                                                                                                                          |
| 15             | Different JV members for different components   | <b>Permitted</b>                                                                                                                                                                                          |
| 16             | Price Adjustment                                | <b>Not Applicable</b>                                                                                                                                                                                     |

|    |                                  |                                                     |
|----|----------------------------------|-----------------------------------------------------|
| 17 | Price escalation                 | <b>Not Applicable; firm and fixed rates</b>         |
| 18 | DLP                              | <b>5 years / 60 months</b>                          |
| 19 | Defect rectification             | Normally within <b>10 days</b> of notice            |
| 20 | Security release after 3 years   | 25%                                                 |
| 21 | Security release after 4 years   | 25%                                                 |
| 22 | Security release after 5 years   | 50%                                                 |
| 23 | "Other works – 6 months" release | <b>Deleted for this tender</b>                      |
| 24 | Performance Security             | 3%                                                  |
| 25 | Security Deposit                 | 7%                                                  |
| 26 | GST                              | Separately payable at applicable statutory rate     |
| 27 | Other taxes/levies               | Included unless otherwise specifically provided     |
| 28 | Additional work at other scheme  | <b>Deleted</b>                                      |
| 29 | Non-SOR items                    | GCC extra/substituted item mechanism                |
| 30 | Specific brand                   | Approved make/equivalent meeting specifications     |
| 31 | Specific sand source             | Approved technically conforming source              |
| 32 | Batching plant                   | Own/lease/hire/assured access/RMC permitted         |
| 33 | Site office                      | Adequate functional furnished site facility         |
| 34 | EIC finality                     | Subject to contractual dispute-resolution mechanism |



PART-G  
**GENERAL CONDITIONS**

**36. STATUS OF THIS CORRIGENDUM**

This Corrigendum shall form an **integral part of the Tender Document**.

All bidders shall be deemed to have taken note of and accepted the provisions of this Corrigendum while submitting their bids.

Wherever any provision of:

- the original NIT;
- Tender Document;
- Bid Data;
- Contract Data;
- Annexure-C;
- Annexure-G;
- Annexure-I;
- Annexure-R;
- Annexure-X;
- Amendment No. 01;
- Special Conditions of Contract; or
- any other portion of the Tender Document

is inconsistent with this Corrigendum, the **provision of this Corrigendum shall prevail to the extent of such inconsistency.**

**37. ALL OTHER TERMS AND CONDITIONS**

Except as specifically modified, amended, substituted or clarified by this Corrigendum: **All other terms, conditions, specifications, drawings, BOQ provisions, eligibility requirements and provisions of the original Tender Document and Amendment No. 01 shall remain unchanged.**

**38. ACKNOWLEDGEMENT BY BIDDERS**

Submission of the bid after issuance of this Corrigendum shall be deemed to constitute acknowledgement by the bidder that the bidder has:

1. read the original Tender Document;
2. read Amendment No. 01;
3. read this Corrigendum;

4. understood all modifications/clarifications;
5. taken the same into account while preparing its bid; and
6. agreed to be bound by the provisions of the Tender Document as amended by this Corrigendum.

**39. Amendment in GCC Clause 12.3 – Dispute Resolution System**

**Reference: Page 44 of 83, GCC Clause 12.3**

The existing Clause 12.3:

“The Competent Authority shall decide the matter within 45 days.”

shall be substituted by the following:

“The Chief Executive Officer (CEO), Indore Development Authority, being the Competent Authority, shall decide the dispute within 45 days from the date of receipt of the dispute.”

**40. Amendment in GCC Clause 12.4 – Appeal against the Order of Competent Authority**

**Reference: Page 44 of 83, GCC Clause 12.4**

The existing Clause 12.4 shall be deleted and substituted by the following:

“12.4 Appeal against the order of the Competent Authority may be preferred by the aggrieved party within 30 days from the date of communication of such order before the Chairman, Indore Development Authority. The Chairman, Indore Development Authority, shall decide the appeal within 45 days from the date of receipt of the appeal.”

**3. Amendment in Contract Data Clause 12 – Dispute Resolution System**

**Reference: Page 57 of 83, Contract Data, GCC Clause 12**

The existing entry against:

“Competent Authority for deciding dispute under Dispute Resolution System” shall be deleted and substituted by:

“CHIEF EXECUTIVE OFFICER (CEO), INDORE DEVELOPMENT AUTHORITY,  
7, RACE COURSE ROAD, INDORE (M.P.)”

The existing entry against:

**"Appellate Authority for deciding dispute under Dispute Resolution System"** shall be deleted and substituted by:

**"CHAIRMAN, INDORE DEVELOPMENT AUTHORITY, INDORE (M.P.)"**

Accordingly, the dispute resolution hierarchy under the Contract shall be:

**Competent Authority → CEO, IDA Appellate Authority → Chairman, IDA  
Further remedy → Madhya Pradesh Arbitration Tribunal**, as provided under GCC Clause 12.5.

The existing Clause 12.5 already provides for an appeal against the order of the Appellate Authority before the Madhya Pradesh Arbitration Tribunal.

#### **4. Amendment in Contract Data Clause 14 – Extension of Time**

**Reference: Page 57 of 83, Contract Data, GCC Clause 14**

The existing provision:

**"(a) Upto 30 days – Executive Engineer, IDA**

**(b) More than 30 days – Superintending Engineer / Chief Engineer, IDA"**

shall be deleted and substituted by:

**"Competent Authority for granting Extension of Time: Chief Executive Officer (CEO), Indore Development Authority."**

Accordingly, all requests/applications for Extension of Time under GCC Clause 14, irrespective of the period of extension sought, shall be considered and decided by the Chief Executive Officer (CEO), Indore Development Authority.

#### **5. Consequential Amendment**

Wherever the expressions **"Competent Authority"** and **"Appellate Authority"** occur in GCC Clause 12 and the corresponding Contract Data relating to the Dispute Resolution System, they shall respectively mean:

**Competent Authority – Chief Executive Officer (CEO), Indore Development Authority and**

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**Appellate Authority – Chairman, Indore Development Authority.** Similarly, wherever the Contract Data under **GCC Clause 14** specifies the Executive Engineer, Superintending Engineer or Chief Engineer as the authority competent to grant Extension of Time, the same shall stand amended to: **“Chief Executive Officer (CEO), Indore Development Authority.”**



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Indore Development Authority  
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