



Department of Tourism, Government of Uttar Pradesh
Paryatan Bhawan, Gomti Nagar, Lucknow



Lucknow, Dated: March 1, 2016

Operation of Tourist Guest Houses / Units of Tourism Department of Government of Uttar Pradesh

Corrigendum 1

No	Reference	Existing Clause			Changes / Addition		
1.	Volume I Clause 1.1.8	The Selected Bidder shall through a SPV undertake designing, financing, developing / upgrading, operation and maintenance of the Project in accordance with the Guidelines & Polices issued by the concerned Government (Government of India and GoUP) through Public Private Partnership mode on Lease and Development basis for a concession period of 30 (thirty) years (the "Concession Period") including construction / upgradation period of one year (the "Construction Period").			The Selected Bidder shall through a SPV undertake designing, financing, developing / upgrading, operation and maintenance of the Project in accordance with the Guidelines & Polices issued by the concerned Government (Government of India and GoUP) through Public Private Partnership mode on Lease and Development basis for a concession period of 30 (thirty) years (the "Concession Period") including construction / upgradation period of two (2) year (the "Construction Period").		
2.	Volume I Clause 1.3	NO.	EVENT DESCRIPTION	DATE	NO.	EVENT DESCRIPTION	DATE
		4.	Last date of submission of Bid (Bid Due Date)	2 nd March, 2016, 2:00 PM	4.	Last date of submission of Bid (Bid Due Date)	29 th March, 2016, 2:00 PM
		5.	Date for opening of Qualification Bid	2 nd March, 2016, 4:00 PM	5.	Date for opening of Qualification Bid	29 th March, 2016, 4:00 PM
3.	Volume I	Shall be in operation of Tourism / Hospitality business for the			Shall be in operation of Tourism / Hospitality business for the last		

No	Reference	Existing Clause	Changes / Addition
	Clause 2.2.2.1 (A) (ii)	last three financial years;	three financial years; or directors / promoters of the bidder company are engaged in the operation of Tourism / Hospitality business for the last three financial years in their respective professions / businesses.
4.	Volume I Clause 2.2.1.6 (v)	One Member should have experience in Tourism / Hospitality sector. However, experience of an Associate can be used to meet the Qualification Criteria; provided that Bidder shall ensure that such Associate whose strength has been relied upon continues to remain Bidder's Associate throughout the lock in period;	Deleted
5.	Volume I APPENDIX I Letter Comprising the Bid	17. I/ We certify that in terms of the RFP, my/our annual turnover is Rs..... (Rs.....in words).	17. I/ We certify that in terms of the RFP, my/our average annual turnover for the three preceding years is Rs..... (Rs.....in words).
6.	Volume I Appendix - I Annex - II Technical Capacity		The updated format is provided in Annexure 1.
7.	Volume I Appendix-I Annex-III Financial Capacity	The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date.	The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date.
8.	Volume I		The updated format is provided in Annexure 2.

No	Reference	Existing Clause	Changes / Addition
	Appendix-I Annex-III - A Financial Capacity		The format is applicable for both Single Entity & Consortium.
9.	Volume II Clause 3.1.1	<p>The Concession hereby granted shall be:</p> <p>(a) for a period of 30 (thirty) years, which shall commence from the Appointed Date (“Concession Period”).</p> <p>(b) The Concession shall include Right of First Refusal in accordance with the terms and conditions in Clause 3.2.</p> <p>(c) The Concession shall include leasehold rights with respect to the Site, which shall be granted / demised to the Developer by way of a separate Land Lease Agreement to be executed between the Authority and the Developer, substantially in the format provided in Schedule-T (“Land Lease Agreement”). The Land Lease Agreement shall be executed in the manner specified in Article 4.1.3.</p>	<p>The Concession hereby granted shall be:</p> <p>(a) for a period of 30 (thirty) years, extendable for another 30 (thirty) years on mutual consensus basis, which shall commence from the Appointed Date (“Concession Period”).</p> <p>(b) The Concession shall include leasehold rights with respect to the Site, which shall be granted / demised to the Developer by way of a separate Land Lease Agreement to be executed between the Authority and the Developer, substantially in the format provided in Schedule-T (“Land Lease Agreement”). The Land Lease Agreement shall be executed in the manner specified in Article 4.1.3.</p>
10.	Volume II Clause 3.2	<p>3.2 Right of First Refusal</p> <p>The Developer can be given right of first refusal in the bidding process carried out for selection of developer after the completion of the term of 30 years (Concession Period) on the following conditions:</p> <p>(a) There should not be any substantial performance / contract related issues, especially during the last five years of the term;</p>	<p>3.2 Extension of the Concession Period</p> <p>3.2.1 Without prejudice to any extension of the Concession Period to which the Developer might otherwise be entitled pursuant to the terms of this Agreement, the Concession Period may be extended by mutual agreement of the parties upon such terms as may be agreed between the Authority and the Developer.</p> <p>3.2.2 Where the Developer wishes to extend the</p>

No	Reference	Existing Clause	Changes / Addition
		<p>(b) Developer should participate in the bidding process;</p> <p>(c) Developer's bid should be within 5% of the bid of the highest bidder; and</p> <p>(d) Developer should match the highest bidder, and also pay a one-time premium, which will be shared between the Authority and the highest bidder as compensation.</p>	<p>Concessionaire Period, it shall submit a request to the Authority with a prior written notice of 60 months before expiration of this Agreement and the Authority shall respond in writing at least 48 months before expiration of this Agreement.</p> <p>3.2.3 After such request by the Developer, the Authority shall, subject to the necessary approvals, establish technical, administrative, economic and financial conditions for such extension.</p>
11.	Volume II Clause 4.1.2	The Conditions Precedent required to be satisfied by the Developer within a period of 120 (one hundred and twenty) days from the Effective Date shall be deemed to have been fulfilled when the Developer shall have:	The Conditions Precedent required to be satisfied by the Developer within a period of 180 (one hundred and eighty) days from the Effective Date shall be deemed to have been fulfilled when the Developer shall have:
12.	Volume II Clause 4.1.2 (k)	Paid the Concession Fee of Rs. [.....] due for the first year to the Authority, prior to or on the Appointed Date;	Deleted
13.	Volume II Clause 4.1.3	The Developer may, by notice require the Authority to satisfy any or all of the Conditions Precedent set forth in this Article 4.1.3 within a period of 120 (one hundred and twenty) days of the notice, or such longer period as may be mutually agreed between the parties, and the Developer's obligations shall be subject to performance of obligations by the Authority hereunder, which shall be deemed to have been performed when the Authority shall have:	The Developer may, by notice require the Authority to satisfy any or all of the Conditions Precedent set forth in this Article 4.1.3 within a period of 180 (one hundred and eighty) days of the notice, or such longer period as may be mutually agreed between the parties, and the Developer's obligations shall be subject to performance of obligations by the Authority hereunder, which shall be deemed to have been performed when the Authority shall have:
14.	Volume II	Damages for delay by the Developer	Damages for delay by the Developer

No	Reference	Existing Clause	Changes / Addition
	Clause 4.3	<p>In the event that (i) the Developer does not procure fulfilment of any or all of the Conditions Precedent set forth in Article 4.1.2 within the period specified therein in respect thereof, and (ii) the delay has not occurred as a result of Authority's failure to fulfil the obligations under Article 4.1.3 or other breach of this Agreement by the Authority, or due to Force Majeure, the Developer shall pay to the Authority Damages in an amount calculated at the rate of 0.2 % (zero point two percent) of the Performance Security or Bid Security, as the case may be, for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security or Bid Security, as the case may be; forthwith which this Agreement shall be liable for termination by Authority and in such event, the Performance Security or the Bid Security, as the case may be, shall be liable to be encashed by the Authority.</p>	<p>In the event that (i) the Developer does not procure fulfilment of any or all of the Conditions Precedent set forth in Article 4.1.2 within the period specified therein in respect thereof, and (ii) the delay has not occurred as a result of Authority's failure to fulfil the obligations under Article 4.1.3 or other breach of this Agreement by the Authority, or due to Force Majeure, the Developer shall pay to the Authority Damages in an amount calculated at the rate of 0.2 % (zero point two percent) of the Performance Security or Bid Security, as the case may be, for each day's delay until the fulfilment of such Conditions Precedent, subject to a maximum of 20% (twenty percent) of the Performance Security or Bid Security, as the case may be; provided that this Agreement shall be liable for termination by Authority forthwith after the extended period of 100 days for which maximum damages of 20% (twenty percent) of the Performance Security or Bid Security, as the case may be, has been paid, and in such event, the Performance Security or the Bid Security, as the case may be, shall be liable to be encashed by the Authority.</p>
15.	Volume II Clause 5.1.3	<p>The Developer will spend the amount specified as investment in the Business Plan within 1 (one) year towards development of the Project from the Appointed Date. The investment obligation under this Clause 5.1.3 shall include the Upfront Premium paid by the Developer to the Authority.</p>	<p>The Developer will spend the amount specified as investment in the Business Plan in accordance with provisions of Clause 5.9 towards development of the Project from the Appointed Date. The investment obligation under this Clause 5.1.3 shall include the Upfront Premium paid by the Developer to the Authority.</p>

No	Reference	Existing Clause	Changes / Addition
16.	Volume II Clause 5.9.1 b	Developer will have to invest a minimum of 75% of the Estimated Project Cost during the Construction Period in project development activities;	Developer will have to invest a minimum of 50% of the Estimated Project Cost according to the approved Business Plan during the first year in project development activities;
17.	Volume II Clause 5.10	Addition	<p>5.10 Damages for failure to comply with Minimum Development Obligations</p> <p>In the event that (i) the Developer does not comply with the Minimum Development Obligations set forth in Article 5.9 within the period specified therein in respect thereof, and (ii) the non-compliance has not occurred as a result of Authority's failure to fulfil any of its obligations under this Agreement or other breach of this Agreement by the Authority, or due to Force Majeure, the Developer shall pay to the Authority Damages in an amount calculated at the rate of 0.2 % (zero point two percent) of the Performance Security for each day's delay until the fulfilment of Minimum Development Obligations, subject to a maximum of 20% (twenty percent) of the Performance Security; provided that if the Developer is not able to fulfil/comply the Minimum Development Obligations even after a further period of 30 days after payment of 20% of the Performance Security, this Agreement shall be liable for termination by Authority and in such event, the Performance Security shall be liable to be encashed by the Authority.</p>
18.	Volume II Clause 12.4.2	1 (one) year(s) from the Appointed Date shall be the SCOD, comprising of the Project Infrastructure and Project Facilities	2 (two) years from the Appointed Date shall be the SCOD, comprising of the Project Infrastructure and Project Facilities as

No	Reference	Existing Clause	Changes / Addition
		as described in Schedule-C1 and Schedule-C2 respectively and the Developer agrees and undertakes that the construction shall be completed on or before the SCOD.	described in Schedule-C1 and Schedule-C2 respectively and the Developer agrees and undertakes that the construction shall be completed on or before the SCOD.
19.	Volume II Clause 23.1.1	The Developer hereby agrees and undertakes that it shall achieve Financial Close within 120 (one hundred and twenty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 30 days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1 % (zero point one percent) of the Performance Security for each day of delay, or for a further period not exceeding 30 (thirty) days, subject to payment of Damages specified in Article 4.3; provided that the Damages specified herein shall be payable every week in advance and the period beyond the first mentioned 60 (sixty) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred solely as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Article 4.1.3 or due to Force Majeure.	The Developer hereby agrees and undertakes that it shall achieve Financial Close within 180 (one hundred and eighty) days from the date of this Agreement and in the event of delay, it shall be entitled to a further period not exceeding 30 days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.1 % (zero point one percent) of the Performance Security for each day of delay, or for a further period not exceeding 30 (thirty) days, subject to payment of Damages specified in Article 4.3; provided that the Damages specified herein shall be payable every week in advance and the period beyond the first mentioned 60 (sixty) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred solely as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Article 4.1.3 or due to Force Majeure.
20.	Volume II Clause 24.3.1	In consideration of the grant of Concession, the Developer shall pay in each Year to the Authority a concession fee (“Concession Fee”) commencing from the Appointed Date for the entire Concession Period in accordance with the terms of	In consideration of the grant of Concession, the Developer shall pay in each Year to the Authority a concession fee (“Concession Fee”) in advance commencing from six (6) months in case of operational properties / eighteen (18) months in case of non-

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		this Development Agreement.	<p>operational properties (strike out whichever is not applicable) from Appointed Date or COD, whichever is earlier for the entire Concession Period in accordance with the terms of this Development Agreement. The first instance of Concession Fee will be due 15 days before completion of six (6) months in case of operational properties / eighteen (18) months in case of non-operational properties (strike out whichever is not applicable) from Appointed Date or COD, whichever is earlier.</p> <p>List of Operational Properties:</p> <ul style="list-style-type: none"> ✓ Sonauli ✓ Sankisa ✓ Mahoba ✓ Neemsar ✓ Kapilvastu ✓ Bateshwar ✓ Deogarh ✓ Vrindavan ✓ Deva Shareef ✓ Tiger Den Pallia ✓ Gokul Restaurant ✓ TRC Mathura <p>List of Non-operational Properties:</p> <ul style="list-style-type: none"> ✓ Sukratal ✓ Radha Kund ✓ Gokul Gaon ✓ Barsana

No	Reference	Existing Clause	Changes / Addition
			<ul style="list-style-type: none"> ✓ Hargaon ✓ Narora ✓ Kachhala ✓ Bhadohi ✓ Chunar ✓ Shikohabad ✓ Munshiganj ✓ Soron ✓ Bhupia Mau ✓ Kandhla ✓ Patna Pachhi Vihar ✓ Deoriya ✓ Devkali ✓ Khurja ✓ Sandi Jheel ✓ Ramgarh Taal ✓ Bithoor ✓ Nangla Chandrabhan ✓ Basti ✓ Kalinger

Director General,
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Government of Uttar Pradesh

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**Appendix –I
Annex-II
Technical Capacity**

Certificate from the Statutory Auditor

Based on its books of accounts and other published information authenticated by it, this is to certify that _____ (name of the Applicant/Associate) is in existence and incorporated on _____ (Date of incorporation) {and is into the Operations of Tourism / Hospitality services prior to 1st April 2012} (Text in {} applicable for Bidders with Tourism experience only)

Name of the audit firm:

The Bidder shall submit certificate from its Statutory Auditor certifying the Technical Capacity of the Bidder

Appendix-I
Annex-III - A
Financial Capacity (Net worth for 2014-15)

In case of Single Entity

Name of Bidder	Net worth	Conversion Rate (if applicable)
Applicant		

In case of Consortium

Name of Bidder	Net worth	Conversion Rate (if applicable)
Lead Member		
Other Member 1		
Other Member 2		
TOTAL		

Strike out whichever is not applicable

1. Each Consortium Member should provide details of its own Financial Capacity
2. For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 60 (sixty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.
3. **Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).**