



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



Lucknow, Dated: June 3, 2016

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

**Corrigendum 6**

No	Reference	Existing Clause	Changes / Addition
1.	Volume I Clause 1.1.1	Government of Uttar Pradesh (GoUP) through Directorate of Tourism, Government of Uttar Pradesh (hereinafter referred to as "Tourism Department") and UP State Tourism Development Corporation Ltd. (UPSTDCL), a 100% owned State Government Company, incorporated under the Companies Act, 1956, owns and operates units/properties i.e. Rahi Tourist Bungalows, Hotels, Motels, Restaurants, Resorts etc. in the State of Uttar Pradesh.	Government of Uttar Pradesh (GoUP) through Directorate of Tourism, Government of Uttar Pradesh (hereinafter referred to as "Tourism Department") owns units/properties i.e. Rahi Tourist Bungalows, Hotels, Motels, Restaurants, Resorts etc. in the State of Uttar Pradesh. UP State Tourism Development Corporation Ltd. (UPSTDCL), a 100% owned State Government Company, incorporated under the Companies Act, 1956, operates the aforesaid units owned by Tourism Department.
2.	Volume I Clause 1.1.1	With the objective of providing upgraded facilities to users, better management and promoting tourism, Government of Uttar Pradesh (GoUP) through the Director General Tourism, Government of Uttar Pradesh (the "Authority") is envisaging development and management of those units / properties of Tourism Department and UPSTDCL which are closed and non-operational and others which are loss making by way of grant of lease and development rights under a Development	With the objective of providing upgraded facilities to users, better management and promoting tourism, Government of Uttar Pradesh (GoUP) through the Director General, Tourism, Government of Uttar Pradesh (the "Authority") is envisaging development and management of <Tourism Property> by way of grant of lease and development rights under a Development Agreement to be entered with Private Sector participant (the "Project") and has decided to carry out the bidding process for

No	Reference	Existing Clause	Changes / Addition
		Agreement to be entered with Private Sector participant (the "Project") and has decided to carry out the bidding process for selection of a private entity as the bidder to whom the Project may be awarded.	selection of a private entity as the bidder to whom the Project may be awarded.
3.	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 & Policies 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 & Policies 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.
4.	Volume I Clause 1.2.4	The Bidders will have an option to provide Bid Security in the form of a crossed demand draft / banker's cheque or a bank guarantee acceptable to the Authority and in such event, the validity period of the crossed demand draft / banker's cheque or bank guarantee, as the case may be, shall not be less than 240 (two hundred and forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended (subject to a maximum of 180 days) as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.	The Bidders will have an option to provide Bid Security in the form of a crossed Demand Draft or a Bank Guarantee. In case Bid Security is furnished in the form of Bank Guarantee, the validity period of the Bank Guarantee shall not be less than 240 (two hundred and forty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended (subject to a maximum of 180 days) as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.  Demand Draft shall be made in favour of 'Director General,

No	Reference	Existing Clause	Changes / Addition																		
		For the purpose of this clause, Demand Draft / Banker's Cheque / Bank Guarantee shall be made in favour of 'Director General, Tourism', of any scheduled bank payable at Lucknow.	Tourism', of any scheduled bank payable at Lucknow. Bank Guarantee shall be made in favour of "Director General, Tourism" enforceable at any scheduled bank in Lucknow.																		
5.	Volume I Clause 1.2.5	The Indexation Parameter shall be calculated by the following formula:  $\text{Indexation Parameter} = \frac{\text{(Gross Revenue of the year – Gross Revenue of immediately preceding year)}}{\text{Gross Revenue of immediately preceding year}}$	The Indexation Parameter shall be calculated by the following formula:  $\text{Indexation Parameter} = \frac{\text{(Gross Revenue of the year – Gross Revenue of immediately preceding year)}}{\text{Gross Revenue of immediately preceding year}} \times 100\%$																		
6.	Volume I Clause 1.3	<table border="1"> <thead> <tr> <th>No.</th> <th>EVENT DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>4.</td> <td>Last date of submission of Bid (Bid Due Date)</td> <td>2<sup>nd</sup> March, 2016, 2:00 PM</td> </tr> <tr> <td>5.</td> <td>Date for opening of Qualification Bid</td> <td>2<sup>nd</sup> March, 2016, 4:00 PM</td> </tr> </tbody> </table>	No.	EVENT DESCRIPTION	DATE	4.	Last date of submission of Bid (Bid Due Date)	2 <sup>nd</sup> March, 2016, 2:00 PM	5.	Date for opening of Qualification Bid	2 <sup>nd</sup> March, 2016, 4:00 PM	<table border="1"> <thead> <tr> <th>No.</th> <th>EVENT DESCRIPTION</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>4.</td> <td>Last date of submission of Bid (Bid Due Date)</td> <td><b>13<sup>th</sup> July, 2016,</b> 2:00 PM</td> </tr> <tr> <td>5.</td> <td>Date for opening of Qualification Bid</td> <td><b>13<sup>th</sup> July, 2016,</b> 4:00 PM</td> </tr> </tbody> </table>	No.	EVENT DESCRIPTION	DATE	4.	Last date of submission of Bid (Bid Due Date)	<b>13<sup>th</sup> July, 2016,</b> 2:00 PM	5.	Date for opening of Qualification Bid	<b>13<sup>th</sup> July, 2016,</b> 4:00 PM
		No.	EVENT DESCRIPTION	DATE																	
		4.	Last date of submission of Bid (Bid Due Date)	2 <sup>nd</sup> March, 2016, 2:00 PM																	
5.	Date for opening of Qualification Bid	2 <sup>nd</sup> March, 2016, 4:00 PM																			
No.	EVENT DESCRIPTION	DATE																			
4.	Last date of submission of Bid (Bid Due Date)	<b>13<sup>th</sup> July, 2016,</b> 2:00 PM																			
5.	Date for opening of Qualification Bid	<b>13<sup>th</sup> July, 2016,</b> 4:00 PM																			
		Shall be in operation of Tourism / Hospitality business for the last three financial years;	<b>Clarification:</b> If the directors of the bidder company who own a controlling stake are engaged in the operation of Tourism / Hospitality business for the last three financial years in their respective professions / businesses, then it shall be assumed that the bidder company has demonstrated to have the technical capacity to participate in the bidding process as per this Clause.																		
8.	Volume I Clause 2.3.1 (B)	Further, in case the Selected Bidder is a Consortium, then besides aforesaid requirement, each member of the	Further, in case the Selected Bidder is a Consortium, then besides aforesaid requirement, each member of the Consortium																		

No	Reference	Existing Clause	Changes / Addition
		<p>Consortium whose experience will be evaluated under Clause 2.2.2 of this RFP, shall subscribe to and directly hold at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV until date of execution of the Development Agreement; and thereafter, the members of the Consortium shall collectively and directly hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the 2nd anniversary of the COD, wherein the lead member shall compulsorily hold 26% of the paid up and subscribed equity share capital of the Developer.</p>	<p>whose experience will be evaluated under Clause 2.2.2 of this RFP, shall subscribe to and directly hold at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV until date of execution of the Development Agreement; and thereafter, the members of the Consortium shall collectively and directly hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the 2nd anniversary of the COD, wherein the <b>Lead Member</b> shall compulsorily hold 26% of the paid up and subscribed equity share capital of the Developer.</p>
9.	Volume II Recital C	<p>Directorate of Tourism / UP State Tourism Development Corporation Ltd. (UPSTDCL), a 100% owned State Government Company, incorporated under the Companies Act, 1956, owns and operates &lt;Tourism Property&gt; (as provided in Schedule A) for development of the Project. In order to meet the aforementioned objective, GoUP has appointed Directorate of Tourism, as the nodal agency for undertaking the development of the Project at &lt;Tourism Property&gt;, with private sector participation, by inviting competitive proposals from interested parties, through a transparent bidding process, inter alia, to design, finance, develop / upgrade, operate and maintain the Project in accordance with the terms and conditions as set forth in this Development Agreement.</p>	<p>Directorate of Tourism owns &lt;Tourism Property&gt; (as provided in Schedule A). In order to meet the aforementioned objective, GoUP has appointed Directorate of Tourism, as the nodal agency for undertaking the development of the Project at &lt;Tourism Property&gt;, with private sector participation, by inviting competitive proposals from interested parties, through a transparent bidding process, inter alia, to design, finance, develop / upgrade, operate and maintain the Project in accordance with the terms and conditions as set forth in this Development Agreement.</p>

No	Reference	Existing Clause	Changes / Addition
10.	Volume II Clause 3.1.1 (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").	for a period of 30 (thirty) years, extendable for another 30 (thirty) years on mutual consensus basis <b>on the same terms and conditions as contained in this Development Agreement, which shall commence from the Appointed Date; Provided that above said initial period of 30 years shall be extended only if the Developer has performed his obligation under this Agreement during initial period of 30 years to the satisfaction of the Authority and total Concession Period shall not exceed 60 years.</b>
11.	Volume II Clause 3.1.2 (i)	Addition	pay the Concession Fee to the Authority in accordance with the provisions of Article 24.
12.	Volume II Clause 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.	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 <b>same terms and conditions as are contained in this Development Agreement.</b>
13.	Volume II Clause 3.2.2	Where the Developer wishes to extend the 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.	Where the Developer wishes to extend the Concession Period, it shall submit a request to the Authority with a prior written notice of 60 months before expiration of this Agreement and <b>if the Authority is satisfied with performance of the Developer</b> it shall respond in writing at least 48 months before expiration of this Agreement.
14.	Volume II	After such request by the Developer, the Authority shall,	After such request by the Developer, the Authority may keeping

No	Reference	Existing Clause	Changes / Addition
	Clause 3.2.3	subject to the necessary approvals, establish technical, administrative, economic and financial conditions for such extension.	in view the performance of Developer and technical, administrative, economic and financial condition of the Rahi Tourism Bungalow / Hotel / Motel / Restaurant / Resort, <b>seek necessary approval for extension of Concession Period subject to Clause 3.1.1. (a).</b>
15.	Volume II Clause 5.1.1	The Developer will design, finance, construct / upgrade, develop, operate, manage and maintain Project Facilities on the Site within first anniversary of the Appointed Date.	The Developer will design, finance, construct / upgrade, develop, operate, manage and maintain Project Facilities on the Site within <b>5<sup>th</sup> anniversary</b> of the Appointed Date.
16.	Volume II Clause 5.9	<p><b>5.9 Minimum Development Obligations</b></p> <p>5.9.1 Obligations during Construction Period</p> <p>The Developer will have to fulfil the following obligations during the Construction Period:</p> <p>a. Developer will have to undertake upgradation and get the property operational by the end of Construction Period;</p> <p>b. Developer will have to invest a minimum of 50% of the Estimated Project Cost according to the approved Business Plan during the Construction Period in project development activities;</p> <p>c. Developer will have to ensure availability of utility connections viz. electricity and water supply as required during the Construction Period; and</p> <p>d. Developer will have to ensure that public amenities viz. parking, toilets, etc. are made functional during the</p>	<p><b>5.9 Minimum Development Obligations</b></p> <p>The Developer will have to fulfil the following minimum obligations:</p> <p>a. Developer will have to undertake upgradation and get the property operational within first year of Concession Period;</p> <p>b. Developer will have to invest a minimum of 50% of the Estimated Project Cost according to the approved Business Plan during the first year of Concession Period in project development activities;</p> <p>c. Developer will have to ensure availability of utility connections viz. electricity and water supply as required during the Concession Period;</p> <p>d. Developer will have to ensure that public amenities viz. parking, toilets, etc. are made functional during the first year of Concession Period;</p> <p>e. Developer will have to spend a minimum of 100% of the</p>

No	Reference	Existing Clause	Changes / Addition
		<p>Construction Period.</p> <p>5.9.2 Obligations after Construction Period</p> <p>a. Developer will have to spend a minimum of 100% of the Estimated Project Cost on project development activities within first five years of Concession Period; and</p> <p>b. Developer will have to ensure adequate maintenance of public amenities during the Concession Period.</p>	<p>Estimated Project Cost on project development activities within first five years of Concession Period;</p> <p>f. Developer will have to ensure adequate maintenance of public amenities during the Concession Period; and</p> <p>g. Developer will complete all development activities within first five years of the Concession Period.</p>
17.	Volume II Clause 10.2	<p><b>10.2 Lease, Access and Right of Way prior to Appointed Date</b></p> <p>10.2.1 During the Development Period, the Authority grants to the Developer access to the Site only for the limited purposes of carrying out any surveys, investigations, soil tests, study, design, engineering, procurement, financing, and all such activities that the Developer may deem necessary during the Development Period, it being expressly agreed and understood that the Authority shall have no liability whatsoever in respect of any survey, investigations and tests carried out or work undertaken by the Developer on or about the Site pursuant hereto in the event of Termination or otherwise.</p>	<p><b>10.2 Lease, Access and Right of Way</b></p> <p>10.2.1 The Developer will be required to pay the Concession Fee to the Authority during the Concession Period in accordance with the provisions of the Article 24.</p>
18.	Volume II Clause 10.3.1	The Site shall be handed over to the Developer during the Development Period before the Appointed Date as per terms under the Land Lease Agreement;	The Site shall be handed over to the Developer before the Appointed Date as per terms under the Land Lease Agreement;
19.	Volume II	Upon receiving Right of Way in respect of any land included	Upon receiving Right of Way in respect of any land included in

No	Reference	Existing Clause	Changes / Addition
	Clause 10.3.5	in the Appendix and execution of Land Lease Agreement, the Developer shall complete the Construction/upgradation Works thereon within COD.	the Appendix and execution of Land Lease Agreement, the Developer shall complete the construction/upgradation works thereon within SCOD.
20.	Volume II Clause 12.4.2	2 (two) year(s) from the Appointed Date shall be the SCOD, comprising of the Project Infrastructure and Project Facilities 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.	<b>5 (five)</b> year(s) from the Appointed Date shall be the SCOD, comprising of the Project Infrastructure and Project Facilities 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.
21.	Volume II Article 40	“Development Activities” shall have the meaning as set forth in Article 2.1.3;	“Development Activities” means the Project Facilities to be developed, constructed, finance, maintained, managed and operated on the Site in accordance with the Business Plan and the provisions of this Agreement, and shall include the Project Infrastructure and the Project Facilities and also the infrastructure and facilities that may be created on the Site by the Users in accordance with provisions of Applicable Laws, Acts, Policies, Guidelines, etc.;
22.	Volume II Article 40	“Scheduled Commercial Operation Date” or “SCOD” shall be the day of 1st anniversary from the Appointed Date;	“Scheduled Commercial Operation Date” or “SCOD” shall be the day of <b>5<sup>th</sup> anniversary</b> from the Appointed Date;
23.		This Land Lease Agreement (the “Agreement”) made at Lucknow on the [●] day of [●] Two thousand and [●]	This Land Lease Agreement (the “Agreement” or <b>“Lease Agreement”</b> ) made at Lucknow on the [●] day of [●] Two Thousand and [●]
24.	Volume III Schedule I	WHEREAS, in pursuance to the Development Agreement (the “Development Agreement”), entered into between the	WHEREAS, in pursuance to the Development Agreement (the “Development Agreement”), entered into between the Lessor of



No	Reference	Existing Clause	Changes / Addition
	Draft Land Lease Agreement	Lessor of the One Part and the Lessee of the Other Part, the Lessor agreed to grant to the Lessee, upon performance and observance by the Lessee of its obligations and conditions contained in the Agreement, lease of all that piece of land and premises hereinafter described in the manner mentioned herein.	the One Part and the Lessee of the Other Part, the Lessor agreed to grant to the Lessee, upon performance and observance by the Lessee of its obligations and conditions contained in the Agreement, lease of all that piece of land and premises hereinafter described in the manner mentioned herein; <b>Provided however that the lease shall be co-terminus with the Development Agreement.</b>
25.	Volume III Schedule I Draft Land Lease Agreement Clause 1 (d)	“Lease Period” means the term of Lease for which the Project Site is given on Lease to the Developer, commencing from the date of signing of Lease Agreement and co-terminus with the Development Agreement.	“Lease Period” means the term of Lease for which the Project Site is given on Lease to the Developer, commencing from the date of signing of Lease Agreement and co-terminus with the Development Agreement <b>including early termination in accordance with provisions of Article 31 of the Development Agreement.</b>
26.	Volume III Schedule I Draft Land Lease Agreement Clause 2 (b)	To pay Concession Fee To pay Concession Fee in accordance with the provisions of the Development Agreement	Deleted
27.	Volume III Schedule I Draft Land Lease Agreement Clause 3 (s)	In the event of determination of the Lease Period for any reason whatsoever, Lessor shall re-enter and take possession of the Demised Premises as provided hereunder;	In the event of determination of the Lease Period for any reason whatsoever <b>including in accordance with provisions of Article 31 of the Development Agreement</b> , Lessor shall re-enter and take possession of the Demised Premises as provided hereunder:

No	Reference	Existing Clause	Changes / Addition
28.	Volume III Schedule I Draft Land Lease Agreement Clause 4	Addition	<p><b>Term</b></p> <p>The Term of the Lease Agreement shall be from the date of signing of Lease Agreement till the termination of the Development Agreement, either by efflux of time or for any reason as prescribed under the Development Agreement.</p> <p>It is hereby clarified that the Lease Agreement shall be co-terminus with the Lease Agreement i.e. if Concession Period is extended as per provisions of Development Agreement, the Term of this Lease Agreement shall accordingly extend and if Development Agreement is terminated as per provisions of Development Agreement, termination notice to Developer shall be deemed to be Notice to determine this Lease Agreement to Lessee and the date of termination of Development Agreement shall be deemed to be date of determination of this Lease Agreement and the Authority / Lessor shall be entitled to re-enter the Project Site / Demised Premises.</p>

**Director General,**  
Directorate of Tourism  
Government of Uttar Pradesh