

Corrigendum 4

“Request for Proposal [RFP] For selection of Agency under Swadesh Darshan 2.0 Scheme for Development, Operations, Maintenance and Management of Tourism Experience: “Phoolbagh Experience Zone, Gwalior”,

NIT No.: 3139/MPTB/2025 and System No: 2025_MPTB_424151

26.06.2025

THE FOLLOWING ARE THE MODIFICATIONS TO THE RFP” THE DELETIONS FROM THE EARLIER TEXT OF THE RFP ARE INDICATED AS STRIKE THROUGHS AND THE ADDITIONS ARE UNDERLINED.

SL. NO.	POINT NO.	PROVISION OF RFP (VOL-1)
1	2.1.4.1	Additional Performance Security for project cost below the estimated project cost: If the bid of the successful Bidder is found to be more than 15% (Fifteen Percent) below the Project Cost as referred in the Clause 6.5, then the Bidder shall have to deposit additional performance security equal to the difference of amount quoted by the Bidder beyond below 15% and 15% below Project Cost i.e. Quoted percentage by the Bidder (Beyond below 15%) minus 15% of the Project Cost For e.g. if the Bidder has quoted 17% below the Project Cost, then the additional performance Security will have to be deposited by the Bidder equal to = (17%-15%) x Project Cost. <u>The Additional Performance security shall be in the form of BG or FD. Additional performance security if any should be valid up to stipulated time of completion for phase 1 plus three months.</u>
SL. NO.	POINT NO.	PROVISION OF THE CONTRACT AGREEMENT (VOL-2)
1	PART I. PRELIMINARY	WHEREAS: (C) Deleted Added New para (G) Madhya Pradesh Tourism Board has authorized Madhya Pradesh State Tourism Development Corporation (MPSTDC) as Authority’s Representative according to Article 43 of this agreement for monitoring & supervision of execution as per scope of work specified in Annexure – “A” for Phase-1 & Phase-2 of the project.
1	Article 4.1.2(a)	(a) Procured for <u>Facilitate</u> the Selected Agency <u>to obtain</u> the Right of Way to for the Project Site in accordance with Article 10; and
2	Article 4.1.2(b)	<u>(b) Facilitate the Selected Agency to obtain</u> procured all Applicable Permits as provided in Schedule E including permits in relation to environmental protection and conservation.
3	Article 5.1.g(xi)	(xi) transfer the Project Assets to the Authority upon Termination in accordance with the provisions of this Agreement. <u>This transfer of Project Assets shall be done within a period of thirty days from the date of Termination. The agency shall transfer the Project Assets developed under Minimum Development Obligation as per Annexure – I, Schedule B . and all immovable</u>

		<u>assets developed by the Agency under the Project shall be transferred to Authority without any consideration In case, the Selected Agency fails to transfer the Project Assets back in terms of the afore-stated, the Authority shall have right to takeover possession of Project, Project Assets.</u>
4	Article 9.1 (c)	(c) Retention Money / Security Deposit shall be collected by deductions from the running bills / payments of the Agency at the rate of 5% of the gross amount of the bill / payments during the Construction Period (the " Retention Money / Security Deposit") , subject to the condition that the maximum amount of Retention Money shall not exceed 5% (five per cent) of the Contract Price. The Security Deposit so deducted shall be released after the completion of the Defect Liability Period <u>as per the MPPWD manual.</u> or six months after the COD whichever is early subject to the provisions of the agreement.
5	Article 12.6.2	Deleted
6	Article 12.6.3	Deleted
7	Article 19.1	<u>BI-Annual Status Reports</u> During Operation Period, the Selected Agency shall, no later than [7 (seven)] days after the close of every Accounting year <u>six months from date of COD</u> , furnish to the Authority an annual a report, in a mutually agreed format, stating in reasonable detail the condition of the Project and Project Infrastructure, including its compliance or otherwise with the Maintenance Requirements and the Safety Requirements, and shall promptly give such other relevant information as may be required by the Authority. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.
8	Article 19.2	The Authority shall inspect the Project and the Project Infrastructure at least once a year <u>quarter.</u> It shall make a report of such inspection (the " <u>O&M Inspection Report</u> ") stating in reasonable detail the defects or deficiencies, if any, with particular reference to the Maintenance Requirements and Safety Requirements and send a copy thereof to the Selected Agency within [15 (fifteen)] days of such inspection.
9	Article 21.2	Notwithstanding anything to the contrary contained herein, the Selected Agency shall be entitled to undertake any services which become permissible by any Change in Law. In the event that the Selected Agency intends to undertake any such services, it shall obtain all necessary applicable permits in accordance with such Change in Law and comply with such Change in Law throughout the Contract Period. Further, the Selected Agency while seeking permission from the Authority of its proposal to undertake Additional Services, shall also submit projected additional year on year Revenue from the Additional Services. The projected additional year on

		<p>year Revenue shall be duly examined and certified by the Authority.</p> <p>After completion of Additional Services, the Selected Agency shall pay 10% (ten percent) of the actual additional Revenue on yearly basis. The additional Revenue shall be deemed to be part of the Annual Fee for each year of the Contract Period starting from operationalization of the Additional Services.</p>
10	Article 26.1.1	<p>The Agency and Authority shall, 30 days before the Appointed <u>start of Operation & maintenance Date</u>, enter into an escrow agreement with the Escrow Bank, substantially in the form set forth in Schedule L (the “Escrow Agreement”) for the establishment and maintenance of Escrow Accounts as may be specified in the Escrow Agreement. The Parties expressly agree that the Escrow Accounts shall be established and maintained {an Escrow Bank selected by the Authority at its sole discretion.}</p>
11	Article 26.2.1	<p>f. any other amounts required to be paid by the Authority to the Agency and vice versa not specifically provided for in the Escrow Agreement, in the Revenue Account. <u>any other amounts required to be paid by the Agency to the Authority not specifically provided for in the Escrow Agreement.</u></p>
12	Article 26.5	<p><u>New clause added</u> <u>26.5 REVENUE ACCOUNT</u> <u>The Authority shall, on or before the Appointed Date, open and maintain a dedicated Revenue Account with a Scheduled Commercial Bank (the “Revenue Account”) for the purpose of receiving all amounts payable by the Concessionaire under this Agreement. The Authority shall utilize the amounts deposited in the Revenue Account for purposes related to the Project or as deemed appropriate by the Authority in accordance with applicable laws and this Agreement.</u></p>
13	Article 31.1	<p><u>New paragraph added</u> <u>In the event the Selected Agency ceases, obstructs, or fails to carry out the Operation and Maintenance (O&M) of the entire site for a continuous period of seven (7) days, except where a written request for closure of the site, along with justification, has been submitted and mutually agreed upon by the Authority, the Authority shall have the right to issue a notice requiring immediate resumption of O&M activities. Failure by the Selected Agency to resume O&M within fifteen (15) days from the date of such notice shall constitute an event of default.</u></p>
14	Article 32.5	<p><u>New paragraph added</u> <u>In the event of termination of this Agreement due to a Default by the Selected Agency, the Authority shall have the right to take over possession of the Project, Project Assets and appoint any third party or agency, at its sole discretion, to undertake and continue the Operation and Maintenance or any other residual obligations, without any liability or obligation towards the Selected Agency.</u></p>
15	Article 37.2.1 (g)	<p><u>(g) the accuracy of the representation, warranty or covenants made by the Selected Agency in this agreement.</u></p>

16	Article 43 – Authority Representative	<p>“Authority Representative” shall mean such person or persons as may be authorised in writing by the Authority to act on its behalf under this Agreement and shall include any person or persons having authority to exercise any rights or perform and fulfil any obligations of the Authority under this Agreement;</p> <p><u>MPTB designates MPSTDC (Madhya Pradesh State Tourism Development Corporation) as the Authority's Representative only to oversee and execute specific sections of the Scope of Work (Phase I and Phase II) as outlined in Annexure A .</u></p> <p><u>Consequently, as the designated Representative, MPSTDC will monitor and report on the Concessionaire's performance, ensuring compliance with the Scope of Work specified in Annexure A.</u></p>
17	Article 43 – project asset	<p><u>In project assets definition please read Serial number from a to g</u></p> <p><u>In project assets definition point (h) is revised as below</u></p> <p>(h) Any other facility created under the project <u>Minimum Development Obligations and Optional Development Obligations.</u></p>
18	Annexure A	<p style="text-align: center;"><u>Annexure A</u></p> <p><u>The scope of work/responsibilities to be performed by MPSTDC (Authority Representative)</u></p> <p><u>Phase-1</u></p> <ol style="list-style-type: none"> <u>1. Providing assistance in approval of detailed drawings, design, estimates, construction methodology of Minimum Development Obligations as well as Optional Development obligation to MPTB and DMC.</u> <u>2. Providing technical sanctions, approvals required as per the agreement. Technical supervision for maintaining required quality & specification of work, record maintenance, making payment as per milestones, observation of timelines & proportionate progress, implementation of penalty clause & time extension.</u> <u>3. Submission of progress reports as per milestone to MPTB & DMC. Issuing completion certification after joint inspection with MPTB and DMC.</u> <u>4. Performing all technical responsibilities as per the agreement on behalf of MPTB & taking opinion, approval from MPTB as & when required.</u> <p><u>Phase-2</u></p> <ol style="list-style-type: none"> <u>1. Periodic supervision of O&M after commercial operation date & submission of report to MPTB & DMC & authority as per KPIs mentioned in the agreement.</u> <u>2. Supervision of maintenance/upgradation work being done by the agency after start of commercial operation date.</u>

		<div>3. <u>Proposing penalty as per penalty clause mentioned under RFP & Contract for O&M.</u></div> <div>4. <u>Other works on behalf of MPTB as & when required as per the agreement.</u></div>
19	SIGNATORIES	<div>SIGNED, SEALED AND DELIVERED For and on behalf of THE AUTHORITY REPRESENTATIVE by:</div> <div></div> <div>(Signature)</div> <div>(Name)</div> <div>(Designation)</div> <div>(Address)</div> <div>For and on behalf of by:</div> <div></div> <div>(Signature)</div> <div>(Name)</div> <div>(Designation)</div> <div></div> <div>(Address)</div> <div></div> <div>(Fax No.)</div>

		<u>(e-mail address)</u>
20	SCHEDULE B ANNEX I	<u>Added</u> <u>Minimum Development Obligations (please refer attached Annex- I)</u>
21	SCHEDULE E	1.1 The Authority shall, as required under Applicable Laws, obtain <u>facilitate the Selected Agency for obtaining</u> the following Applicable Permits on or before the Appointed Date:
22	Schedule G	1. Project Completion Schedule During Construction Period, the Selected Agency shall comply with the requirements set forth in this Schedule G for each of the Project Milestones and Scheduled Completion Date (the Project Completion Schedule). Within [15 (fifteen)] days of the date of each Project Milestone, the Selected Agency shall notify the Authority of such compliance along with necessary particulars thereof. <u>For construction, execution, supervision and related works shall be carried out in accordance with the appendix 2.1 and MPPWD manual.</u>
23	Schedule G	2. Project Milestone and Payments The Agency shall be made payments sequentially in order defined as per milestones mentioned <u>and the payment shall be made directly by the Authority/Authority Representative but not through Escrow account.</u>
24	Schedule L 2.3.1	Within [30 (thirty)] days from before the date of this Agreement the <u>start of Operation & maintenance Date</u> and in any case prior to the Appointed Date, the Selected Agency shall open and establish the Escrow Account with the (name of Branch) branch of the Escrow Bank. The Escrow Account shall be denominated in Rupees.
25	Schedule L 3.2	a) Any monies disbursed by the Authority to the Selected Agency
26	Schedule L 4.1.1	In point no 4.1.1 new point (d) added as under :- (d) All payment shall be made through new bank account created by the Authority as per article 26.5
27	SCHEDULE M: VESTING CERTIFICATE	<u>SIGNED, SEALED AND DELIVERED</u> <u>For and on behalf of Authority Representative by:</u> <u>(Signature)</u> <u>(Name)</u> <u>(Designation)</u> <u>(Address)</u>

Annex-I
(Schedule-B)
(As per Section 6 of the RFP document)

S.No.	Minimum Development Obligations
A	Electrical vehicles
	Iconic waiting shed
B	Re-adaptive use of existing heritage building as TIC
C	Open Area Around TIC Building
D	Projection mapping & QR code-based tour guide system, tree projection
E	Signage (28 nos.)
	Gateway & boundary wall at Gandhi Park
F	Provision of redevelopment of toilet block at Gopal Mandir
	Provision of mobile toilet van in Baija Taal food street - 2 nos.
G	Pedestrian route development: Infront of Italian garden street
	Landscape of Italian garden
	Façade improvement of existing Moti Mahal lower ground floor
H	Pedestrian route development: Infront of Baija taal
	Food trucks (10 nos.)
	Plastic disposable machine - 4 nos.
I	Gopal Mandir - façade and floor and boundary wall