

CORRIGENDUM.NO.3

“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

16.05.2025

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 THE RFP								
(i)	1.1.2	1.1.2 Estimated Project Cost is revised as under: <table><tr><td>1.</td><td>Estimated Project Cost</td><td>Rs 15.92 Crore</td><td colspan="2">Rs 13.50 Crore (Excluding GST/ applicable taxes)</td></tr></table>				1.	Estimated Project Cost	Rs 15.92 Crore	Rs 13.50 Crore (Excluding GST/ applicable taxes)	
1.	Estimated Project Cost	Rs 15.92 Crore	Rs 13.50 Crore (Excluding GST/ applicable taxes)							
(ii)	2.1.4	<p>2.1.4 is revised as follows:</p> <p>The Bidder shall deposit a Bid Security of Rs. 16,00,000/- (Rupees Sixteen Lakhs Only) in accordance with the provisions of this RFP. The Bidder shall submit the Bid Security through the online portal only. The responsibility of depositing Bid Security by online through portal is the sole responsibility of the Bidder, the Authority is not responsible for non-receipt of any such amount deposited by the Bidder.</p> <p>Performance Security – The selected Agency shall furnish a Performance Security in the form of Bank Guarantee of amount equal to 2.5% of the Project Cost.</p> <p>Cost of Tender / Bid Document: An amount of INR 30,000/- (Rupees Thirty Thousand only) to be paid online through e-procurement portal or as directed by the Authority.</p> <p><u>Additional Bank guarantee against mobilization fund: The Selected Agency shall be entitled to a Mobilization Advance equivalent to 10% of the accepted Project Cost, against submission of an Advance Bank Guarantee of an equivalent amount. The Mobilization Advance shall be recovered in instalments at the rate of 25% from each payment certificate subsequent to the disbursement of the Mobilization Advance. The Advance Bank Guarantee shall be released upon full recovery of the Mobilization Advance.</u></p>								
(iii)	2.14.2	<p>2.1.4.2 (D) is revised as under:</p> <p>D. The additional Security Deposit shall be refunded only 60 days after the successful completion of the Operation and Maintenance period as per the agreement. The additional Security Deposit shall remain valid for a period of 10 (ten) 21 (Twenty one) years from the date of signing of the Agreement, plus an additional 60 (sixty) days.</p>								

(iv)	2.2.1.4 (i)	2.2.1.4 (i) is revised as under: i. Certificate(s) from the Bidder specifying the Net Worth of the Bidder has to be issued by a qualified CA (Chartered Accountant) or Auditor , for last one financial (FY2023-24) as on 31st march 2025 and also specifying that the methodology adopted for calculating such Net Worth conforms to the provisions of this Clause. For the purposes of this RFP, net worth (the “ Net Worth ”) shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.				
(v)	4.1.1	4.1.1 is revised as under: The following categories of experience would qualify as eligible project (the “ Eligible Projects ”): A) Category 1: Owned and/or operated, maintained and managed functional project / experience in tourism sector for at least 2 (two) years as following: i. One project having cost of at least Rs.13 Cr. over the past 5 (five) 6 (six) financial years (FY 2018-19, 2019-20, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21 preceding the Bid Due Date. or ii. Two projects having cost of at least Rs. 6 Cr. each over the past 5 (five) 6 (six) financial years (FY 2018-19, 2019-20, 2021-22, 2022-23, 2023-24 and 2024-25). B) Category 2: Development of project/experience in tourism sector as following: i. One project having cost of at least Rs.13 Cr. over the 5 (five) 6 (six) financial years (FY 2018-19, 2019-20, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21 preceding the Bid Due Date. or ii. Two projects having cost of at least Rs. 6 Cr. each over the past 5 (five) 6 (six) financial years (FY 2018-19, 2019-20, 2021-22, 2022-23, 2023-24 and 2024-25).				
(vi)	4.2.1 (a)	4.2.1(a) is revised as under: a. Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall, over the 5 (five) 6 (six) financial years (FY 2018-19, 2019-20, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21 preceding the Bid Due Date, have: <table><tr><td>Sn</td><td>Eligibility Conditions</td></tr><tr><td></td><td></td></tr></table>	Sn	Eligibility Conditions		
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		1	The Bidder shall have, over the 5 (five) 6 (six) financial years ((FY 2018-19, 2019-20, 2021-22, 2022-2023, 2023-24 and 2024-2025), excluding FY 2020-21, preceding the Bid Due Date, undertaken a minimum of 1 (one) eligible project each from Category 1 and Category 2 as specified in Clause 4.1.	
(vii)	4.2.1 (b)	4.2.1 (b) is revised as under : b. Financial Capacity: The Bidder shall have positive Net Worth (the “Financial Capacity”) of last 1 (one) Financial Years i.e. FY 2023-24. <u>as on 31st March 2025.</u>		
(viii)	4.2.2 (iii)	4.2.2 (iii) of RFP is revised as under: (iii) the entity claiming experience shall, during the last 5 (year) 6 (six) financial years (FY 2018-19, 2019-20, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21, preceding the Bid Due Date, have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users.		
(ix)	4.2.2 (iii)	4.2.2 (iv) of RFP is revised as under: (iv) For a project to qualify as an Eligible Project under Category 2, the Bidder should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) 6 (six) financial years (FY 2018-19, 2019-20, 2021-22, 2022-23, 2023-24 and 2024-2025), excluding FY 2020-21, preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) 6 (six) financial years (FY 2018-19, 2019-20, 2021-22, 2022-23, 2023-24 and 2024-25), excluding FY 2020-21, preceding the Bid due date shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than Rs. 13 Crore (Rupees Thirteen Crore only) shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.		
(x)	4.6.2	4.6.2 of RFP is revised as under: Bidders shall quote the Project Cost (the “Project Cost”, <u>excluding GST as applicable</u>), payable by the Authority to the Bidder and the Annual Fee (the “Annual Fee”, <u>excluding GST as applicable</u>) offered by a Bidder to the Authority for award of the Contract. For financial evaluation, the Total Project Cost and Annual Fee indicated in the Financial Proposal as per Appendix-II, will be considered.		
(xi)	6.5	6.5 of RFP is revised as under: Estimated Project Cost including GST / applicable taxes is INR 15,92,84,389 <u>is INR 13,49,86,771. Excluding GST as applicable</u>		
(xii)	Appendix-II -30	Appendix-II -30 of RFP is revised as under: 30. We have quoted a Project Cost (<u>excluding GST as applicable</u>) as per the Bid Price Sheet uploaded online for undertaking the		

		<i>development of the project. It is submitted that that Project Cost quoted does not include the cost of the Experience Enhancement Activities as proposed under clause 4.4.1 D (d). It is agreed that any such cost with respect to the Experience Enhancement Activities shall be borne by me/us</i>
(xiii)	Appendix-II -31	<p>Appendix-II -31 of RFP is revised as under:</p> <p>31. We have offered an Annual Fee (<u>excluding GST as applicable</u>) as per the Bid Price Sheet uploaded online to the Authority from the date of COD of the Project, which shall be increased 7% compounded annually as specified in the draft Contract Agreement.</p>
SL. NO.	POINT NO.	PROVISION OF THE CONTRACT AGREEMENT (VOL-2)
(xiv)	Article 3.2 (a)	<p>Article 3.2 (a) of Contract is revised as under:</p> <p>(a) Contract Period: Subject to early termination of this Agreement in accordance with its terms, the term of this Agreement is 10 21 Years from the Appointed Date (the “Contract Period”) including a maximum of 12 Months period for construction.</p>
(xv)	Article 9.1 (a)	<p>Article 9.1 (a) of Contract is revised as under:</p> <p>The Selected Agency shall, for the performance of its obligations hereunder during the Construction Period, provide to the Authority within 15 (fifteen) days from the Letter of Acceptance, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to Rs. [●] (Rupees [●])⁴ substantially in the format set forth in Schedule F (the “Performance Security”).</p> <p>⁴ Calculated at 5% (five per cent) 2.5% of the amount specified in the definition of Total Project Cost.</p>
(xvi)	SCHEDULE G: PROJECT COMPLETION SCHEDULE	<p>SCHEDULE G: of Contract is revised as under:</p> <p>PROJECT SCHEDULE FOR DEVELOPMENT</p> <ul style="list-style-type: none"> Total O&M Duration (months): 108 240 (Two Hundred Forty) months
(xvii)	Article 5.3 (c)	<p>Article 5.3 (c) of Contract is revised as under:</p> <p>5.3 Obligations relating to Change in Ownership</p> <p>c) The selected Agency (Lead Member and JV Member) shall not be allowed to effect change in ownership for 10 21 (Twenty One) years and 5 10 (Ten) years respectively unless otherwise allowed by the Authority.</p>
(xviii)	Article 24.1.1	<p>Article 24.1.1 of Contract is revised as under:</p> <p>The payment against the Project Cost a sum of Rs. [●] (+ GST extra as applicable), shall be disbursed to the agency in accordance with the provisions of this Clause 24.1.</p>

(xviii)	Article 24.2.1	Article 24.2.1 of Contract is revised as under: In consideration of the cost of the Contract, the Selected Agency shall during the Contract Period, pay to the Authority by way of Annual Fee a sum of Rs. [●] per annum (+ <u>GST extra as applicable</u>) in the manner laid down in Article 24.3.1, increased @ 7% (Seven percent and compounded annually.
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