

Apeejay House 4th Floor 3 Dinshaw Wachha Road Church Gate Mumbai 400 020 Tel:- 91-22-22044040, Fax :- 91-22-22852182.

Corrigendum 7 for Changes in existing clauses

Further to the Tender Notice No. MTDC/E-Tender/2018-19/L &E/226 (Online) published in the News Paper and Website (www.maharashtratourism.gov.in / www.mahatenders.gov.in) for the various work, Date. 11/03/2019 corrigendum 7 is issued for Changes in existing clauses for the following works.

Sr. No.	Name of Work
01	Development and Operation Maintenance of Kalagram at Aurangabad City Dist Aurangabad on Design Build Finance Operate and Transfer DBFOT Basis

All other terms and conditions remain unchanged. Please note that this corrigendum shall form the part of contract agreement.

Corrigendum for the RFP of Development and Operation/Maintenance of Kalagram at Aurangabad City, Dist. Aurangabad on Design, Build, Finance, Operate and Transfer (DBFOT) Basis

Sr.No	RFP	Existing Clause	Amendment/Corrigendum
	Document Ref		
	Clause No		
1.	Volume-I:	Bids are invited for the Project on the basis of the highest	To be read as:
	Information	annual concession fee (the "Annual Concession Fee")	Bids are invited for the Project on the basis of the highest
	and	offered by a Bidder above bid reserve price of Rs. 80.00	annual concession fee (the "Annual Concession Fee") offered
	Instructions to	Lakh (Rupees Eighty lakh only) for undertaking the Project.	by a Bidder above bid reserve price of Rs. 80.00 Lakh
	Bidders:	The concession period is pre-determined, as indicated in the	(Rupees Eighty lakh only) for undertaking the Project. The
	Clause 1.2.6 ,	Draft Concession Agreement. However the Authority/ GoM	concession period is pre-determined, as indicated in the Draft
	Page No-11 &	reserves right to extend the Concession Period as indicated	Concession Agreement. However the Authority/ GoM
	Page No-12	in the Draft Concession Agreement. The Annual Concession	reserves right to extend the Concession Period as indicated in
		Fee shall be payable by the Selected Bidder from 1 st year of	the Draft Concession Agreement. The Annual Concession
		operation till the end of concession period. The first	Fee shall be payable by the Selected Bidder from 1 st year of
		payment of such Annual Concession Fee shall be on the	operation till the end of concession period. The first payment
		commercial operation date. Thereafter, the Annual	of such Annual Concession Fee shall be on the commercial
		Concession Fee shall increase by 5% (five percent) per year	operation date. Thereafter, the Annual Concession Fee shall
		and payment shall be due and payable by the Concessionaire	increase by 5% (five percent) every three years and payment
		to the Authority every year on the anniversary of the	shall be due and payable by the Concessionaire to the
		commercial operation date. The Annual Concession Fee	Authority every year on the anniversary of the commercial
		shall constitute the sole criteria for evaluation of Bids	operation date. The Annual Concession Fee shall constitute
		subject to Clause 2.18; the Project will be awarded to the	the sole criteria for evaluation of Bids subject to Clause 2.18;
		Bidder quoting the highest Annual Concession Fee above	the Project will be awarded to the Bidder quoting the highest
		bid reserve price.	Annual Concession Fee above bid reserve price.
2.	Volume-I:	To be eligible for this RFP, a Bidder shall fulfill the	To be read as:
	Information	following conditions of eligibility:	To be eligible for this RFP, a Bidder shall fulfill the
	and	(A.) Technical Capacity: For demonstrating technical	following conditions of eligibility:
	Instructions to	capacity and experience (the "Technical Capacity"), the	(A.) Technical Capacity: For demonstrating technical
	Bidders:	Bidder shall, over the past 10 (ten) financial years preceding	capacity and experience (the "Technical Capacity"), the
	Clause 2.2.2,	the Bid Due Date, have experience in development of	Bidder shall, over the past 10 (ten) financial years preceding
	Page No-22 &	similar kind of projects such that the sum total of the project	the Bid Due Date, have experience in development of similar
	Page No-23	cost of similar projects is not less than Rs. 5.00 crore (Rs.	kind of projects such that the sum total of the project cost of
		Five crore only) (the Threshold Technical	similar projects is not less than Rs. 5.00 crore (Rs. Five crore
		Capacity").Provided that the project cost of the similar	only) (the Threshold Technical Capacity"). Provided that the
		project for which experience is claimed should	project cost of the similar project for which experience is

Sr.No	RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
		be more than 10% of the amount specified as the Estimated Project Cost. For the purposes of this RFP "Similar Project" shall mean, experience in development of Residential/Commercial Complexes/Amusement Parks/Convention centers/ Exhibition centers/Tourism infrastructure/ hospitality projects. (B.) Financial Capacity: For demonstrating financial capacity (the "Financial Capacity"), the Bidder (in case of consortium all the consortium members)shall have: (i) Net-worth of Rs. 37.5 Lakh (Rupees Thirty Seven lakh Fifty Thousand) at the close of the preceding financial year². (ii) Average annual turnover should be Rs. 3.75 cr. (Rs. Three Crore Seventy Five lakh only) In last 5 years ending 2018-19.	claimed should be more than 10% of the amount specified as the Estimated Project Cost. For the purposes of this RFP "Similar Project" shall mean, experience in development of Residential/Commercial Complexes/Amusement Parks/Convention centers/ Exhibition centers/Tourism infrastructure/ hospitality projects. (B.) Financial Capacity: For demonstrating financial capacity (the "Financial Capacity"), the Bidder (in case of consortium all the consortium members)shall have: (i) Net-worth of Rs. 37.5 Lakh (Rupees Thirty Seven lakh Fifty Thousand) at the close of the preceding financial year². (ii) Average annual turnover should be Rs. 3.75 cr. (Rs. Three Crore Seventy Five lakh only) In last 5 years ending 2018-19. In case of a Consortium, all the Members of the Consortium
		In case of a Consortium, the Lead Member satisfy at least 60% requirement of Technical capability and Financial Capacity. Other Members of the Consortium shall meet at least 30% requirement of Technical capability and Financial Capacity.	shall collectively satisfy the Technical capability and Financial Capacity.
3.	Volume-I: Information and Instructions to Bidders: Appendix IB: Letter comprising the financial Bid, point 7, Page No 51	I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs(Rupeesin words only) with an increase of 5% year on year till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.	To be read as: I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs(Rupeesin words only) with an increase of 5% every three years till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

Sr.No	RFP	Existing Clause	Amendment/Corrigendum
	Document Ref		
	Clause No		
4.	Volume II:	In the event of any Dispute between the Parties, either Party	To be read as:
	Concession	may call upon the Engineer to mediate and assist the Parties	The clause shall be read as:
	Agreement,	in arriving at an amicable settlement thereof. Failing	In the event of any Dispute between the Parties, either Party
	Dispute	mediation by the Engineer or without the intervention of the	may call upon the Engineer to mediate and assist the Parties
	Resolution	Engineer, either Party may require such Dispute to be	in arriving at an amicable settlement thereof. Failing
	Article 35.2,	referred to the [Chairman] of the Authority and the	mediation by the Engineer or without the intervention of the
	Page 102	Chairman/Director of the Concessionaire for amicable	Engineer, either Party may require such Dispute to be
		settlement, and upon such reference, the said persons shall	referred to the [Chairman] of the Authority and the Chairman
		meet no later than 7 (seven) days from the date of reference	or the deputed officer/Director of the Concessionaire for
		to discuss and attempt to amicably resolve the Dispute. If	amicable settlement, and upon such reference, the said
		such meeting does not take place within the 7 (seven) days	persons shall meet no later than 7 (seven) days from the date
		period or the Dispute is not amicably settled within 15	of reference to discuss and attempt to amicably resolve the
		(fifteen) days of the meeting or the Dispute is not resolved	Dispute. If such meeting does not take place within the 7
		as evidenced by the signing of written terms of settlement	(seven) days period or the Dispute is not amicably settled
		within 30 (thirty) days of the notice in writing referred to in	within 15 (fifteen) days of the meeting or the Dispute is not
		Clause 35.1.1 or such longer period as may be mutually	resolved as evidenced by the signing of written terms of
		agreed by the Parties, either Party may refer the Dispute to	settlement within 30 (thirty) days of the notice in writing
		arbitration in accordance with the provisions of Clause 35.3.	referred to in Clause 35.1.1 or such longer period as may be
			mutually agreed by the Parties, either Party may refer the
			Dispute to arbitration in accordance with the provisions of
			Clause 35.3.



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Corrigendum 7 for Changes in existing clauses

Further to the Tender Notice No. MTDC/E-Tender/2018-19/L &E/226 (Online) published in the News Paper and Website (www.maharashtratourism.gov.in / www.mahatenders.gov.in) for the various work, Date. 11/03/2019 corrigendum 7 is issued for Changes in existing clauses for the following works.

Sr. No.	Name of Work
-	Development and Occasion Maintenance CHIII Development and Advantage Constant
01	Development and Operation Maintenance of Hill Resort and Adventure Sports at
	Chikhaldara Dist Amravati Maharashtra on Design Build Finance Operate and Transfer
	DBFOT Basis

All other terms and conditions remain unchanged. Please note that this corrigendum shall form the part of contract agreement.

Corrigendum for the RFP of Development and Operation/Maintenance of Hill Resort & Adventure Sports at Chikhaldara, Dist. Amravati, Maharashtra on Design, Build, Finance, Operate and Transfer (DBFOT) Basis

Sr.No	RFP	Existing Clause	Amendment/Corrigendum
	Document Ref		
	Clause No		
1.	Volume-I:	Bids are invited for the Project on the basis of the highest	To be read as:
	Information	annual concession fee (the "Annual Concession Fee")	Bids are invited for the Project on the basis of the highest
	and	offered by a Bidder above bid reserve price of Rs. 36.42	annual concession fee (the "Annual Concession Fee") offered
	Instructions to	Lakh (Rupees Thirty Six lakh forty Two thousand only) for	by a Bidder above bid reserve price of Rs. 36.42 Lakh
	Bidders:	undertaking the Project. The concession period is pre-	(Rupees Thirty Six lakh forty Two thousand only) for
	Clause 1.2.6,	determined, as indicated in the Draft Concession	undertaking the Project. The concession period is pre-
	Page No-11 &	Agreement. However the Authority/ GoM reserves right to	determined, as indicated in the Draft Concession Agreement.
	Page No-12	extend the Concession Period as indicated in the Draft	However the Authority/ GoM reserves right to extend the
		Concession Agreement. The Annual Concession Fee shall	Concession Period as indicated in the Draft Concession
		be payable by the Selected Bidder from 1 st year of operation	Agreement. The Annual Concession Fee shall be payable by
		till the end of concession period. The first payment of such	the Selected Bidder from 1 st year of operation till the end of
		Annual Concession Fee shall be on the commercial	concession period. The first payment of such Annual
		operation date. Thereafter, the Annual Concession Fee shall	Concession Fee shall be on the commercial operation date.
		increase by 5% (five percent) per year and payment shall be	Thereafter, the Annual Concession Fee shall increase by 5%
		due and payable by the Concessionaire to the Authority	(five percent) every three years and payment shall be due
		every year on the anniversary of the commercial operation	and payable by the Concessionaire to the Authority every
		date. The Annual Concession Fee shall constitute the sole	year on the anniversary of the commercial operation date.
		criteria for evaluation of Bids subject to Clause 2.18; the	The Annual Concession Fee shall constitute the sole criteria
		Project will be awarded to the Bidder quoting the highest	for evaluation of Bids subject to Clause 2.18; the Project will
		Annual Concession Fee above bid reserve price.	be awarded to the Bidder quoting the highest Annual
		-	Concession Fee above bid reserve price.
2.	Volume-I:	To be eligible for this RFP, a Bidder shall fulfill the	To be read as:
	Information	following conditions of eligibility:	To be eligible for this RFP, a Bidder shall fulfill the
	and	(A.) Technical Capacity: For demonstrating technical	following conditions of eligibility:
	Instructions to	capacity and experience (the "Technical Capacity"), the	(A.) Technical Capacity: For demonstrating technical
	Bidders:	Bidder shall, over the past 10 (ten) financial years preceding	capacity and experience (the "Technical Capacity"), the
	Clause 2.2.2,	the Bid Due Date, have experience in development of	Bidder shall, over the past 10 (ten) financial years preceding
	Page No-22 &	similar kind of projects such that the sum total of the project	the Bid Due Date, have experience in development of similar
	Page No-23	cost of similar projects is not less than Rs. 12.20 crore (Rs.	kind of projects such that the sum total of the project cost of
		Twelve crore and Twenty lakhs only) (the Threshold	similar projects is not less than Rs. 12.20 crore (Rs. Twelve
			crore and

Sr.No	RFP Document Ref	Existing Clause	Amendment/Corrigendum
	Clause No	Technical Capacity").Provided that the project cost of the similar project for which experience is claimed should be more than 10% of the amount specified as the Estimated Project Cost. For the purposes of this RFP "Similar Project" shall mean, experience in development of Residential/Commercial Complexes/Amusement Parks/Convention centers/ Exhibition centers/Tourism infrastructure/ hospitality projects.	Twenty lakhs only) (the Threshold Technical Capacity"). Provided that the project cost of the similar project for which experience is claimed should be more than 10% of the amount specified as the Estimated Project Cost. For the purposes of this RFP "Similar Project" shall mean, experience in development of Residential/Commercial Complexes/Amusement Parks/Convention centers/ Exhibition centers/Tourism infrastructure/ hospitality projects.
		(B.) Financial Capacity: For demonstrating financial capacity (the "Financial Capacity"), the Bidder (in case of consortium all the consortium members)shall have: (i) Net-worth of Rs. 91.5 Lakh (Rupees Ninety one Lakh and Fifty Thousand only) at the close of the preceding financial year². (ii) Average annual turnover should be Rs. Rs. 9.15 cr. (Rs. Nine Crore Fifteen lakh only) In last 5 years ending 2018-19.	 (B.) Financial Capacity: For demonstrating financial capacity (the "Financial Capacity"), the Bidder (in case of consortium all the consortium members)shall have: (i) Net-worth of Rs. 91.5 Lakh (Rupees Ninety one Lakh and Fifty Thousand only) at the close of the preceding financial year². (ii) Average annual turnover should be Rs. Rs. 9.15 cr. (Rs. Nine Crore Fifteen lakh only) In last 5 years ending 2018-19
		In case of a Consortium, the Lead Member satisfy at least 60% requirement of Technical capability and Financial Capacity. Other Members of the Consortium shall meet at least 30% requirement of Technical capability and Financial Capacity.	In case of a Consortium, all the Members of the Consortium shall collectively satisfy the Technical capability and Financial Capacity.
3.	Volume-I: Information and Instructions to Bidders: Appendix IB: Letter comprising	I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs(Rupeesin words only) with an increase of 5% year on year till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.	To be read as: I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs(Rupeesin words only) with an increase of 5% every three years till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

Sr.No	RFP	Existing Clause	Amendment/Corrigendum
	Document Ref		-
	Clause No		
	the financial		
	Bid, point 7,		
	Page No 52		
4.	Volume II:	In the event of any Dispute between the Parties, either Party	To be read as:
	Concession	may call upon the Engineer to mediate and assist the Parties	The clause shall be read as:
	Agreement,	in arriving at an amicable settlement thereof. Failing	In the event of any Dispute between the Parties, either Party
	Dispute	mediation by the Engineer or without the intervention of the	may call upon the Engineer to mediate and assist the Parties
	Resolution	Engineer, either Party may require such Dispute to be	in arriving at an amicable settlement thereof. Failing
	Article 35.2,	referred to the [Chairman] of the Authority and the	mediation by the Engineer or without the intervention of the
	Page 104	Chairman/Director of the Concessionaire for amicable	Engineer, either Party may require such Dispute to be
		settlement, and upon such reference, the said persons shall	referred to the [Chairman] of the Authority and the Chairman
		meet no later than 7 (seven) days from the date of reference	or the deputed officer/Director of the Concessionaire for
		to discuss and attempt to amicably resolve the Dispute. If	amicable settlement, and upon such reference, the said
		such meeting does not take place within the 7 (seven) days	persons shall meet no later than 7 (seven) days from the date
		period or the Dispute is not amicably settled within 15	of reference to discuss and attempt to amicably resolve the
		(fifteen) days of the meeting or the Dispute is not resolved	Dispute. If such meeting does not take place within the 7
		as evidenced by the signing of written terms of settlement	(seven) days period or the Dispute is not amicably settled
		within 30 (thirty) days of the notice in writing referred to in	within 15 (fifteen) days of the meeting or the Dispute is not
		Clause 35.1.1 or such longer period as may be mutually	resolved as evidenced by the signing of written terms of
		agreed by the Parties, either Party may refer the Dispute to	settlement within 30 (thirty) days of the notice in writing
		arbitration in accordance with the provisions of Clause 35.3.	referred to in Clause 35.1.1 or such longer period as may be
			mutually agreed by the Parties, either Party may refer the
			Dispute to arbitration in accordance with the provisions of
			Clause 35.3.



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Corrigendum 7 for Changes in existing clauses

Further to the Tender Notice No. MTDC/E-Tender/2018-19/L &E/226 (Online) published in the News Paper and Website (www.maharashtratourism.gov.in / www.mahatenders.gov.in) for the various work, Date. 11/03/2019 corrigendum 7 is issued for Changes in existing clauses for the following works.

Sr. No.	Name of Work
01	Development and Operation Maintenance Resort Complex Adventure Sports and allied
	Tourism Facilities at Gangapur Dam Dist Nashik Maharashtra on Design Build Finance
	Operate and Transfer DBFOT Basis

All other terms and conditions remain unchanged. Please note that this corrigendum shall form the part of contract agreement.

Corrigendum for the RFP of Development and Operation/Maintenance Resort Complex, Adventure Sports and allied Tourism Facilities at Gangapur Dam, Dist- Nashik, Maharashtra on Design, Build, Finance, Operate and Transfer (DBFOT) Basis

Sr.No	RFP	Existing Clause	Amendment/Corrigendum
	Document Ref		
	Clause No		
1.	Volume-I:	Bids are invited for the Project on the basis of the highest	To be read as:
	Information	annual concession fee (the "Annual Concession Fee")	Bids are invited for the Project on the basis of the highest
	and	offered by a Bidder above bid reserve price of Rs. 964.56	annual concession fee (the "Annual Concession Fee") offered
	Instructions to	Lakh (Nine hundred sixty four lakh fifty six thousand only)	by a Bidder above bid reserve price of Rs. 964.56 Lakh (Nine
	Bidders:	for undertaking the Project. The concession period is pre-	hundred sixty four lakh fifty six thousand only) for
	Clause 1.2.6,	determined, as indicated in the Draft Concession	undertaking the Project. The concession period is pre-
	Page No-11 &	Agreement. However the Authority/ GoM reserves right to	determined, as indicated in the Draft Concession Agreement.
	Page No-12	extend the Concession Period as indicated in the Draft	However the Authority/ GoM reserves right to extend the
		Concession Agreement. The Annual Concession Fee shall	Concession Period as indicated in the Draft Concession
		be payable by the Selected Bidder from 1 st year of operation	Agreement. The Annual Concession Fee shall be payable by
		till the end of concession period. The first payment	the Selected Bidder from 1 st year of operation till the end of
		of such Annual Concession Fee shall be on the commercial	concession period. The first payment
		operation date. Thereafter, the Annual Concession Fee shall	of such Annual Concession Fee shall be on the commercial
		increase by 5% (five percent) per year and payment shall be	operation date. Thereafter, the Annual Concession Fee shall
		due and payable by the Concessionaire to the Authority	increase by 5% (five percent) every three years and payment
		every year on the anniversary of the commercial operation	shall be due and payable by the Concessionaire to the
		date. The Annual Concession Fee shall constitute the sole	Authority every year on the anniversary of the commercial
		criteria for evaluation of Bids subject to Clause 2.18; the	operation date. The Annual Concession Fee shall constitute
		Project will be awarded to the Bidder quoting the highest	the sole criteria for evaluation of Bids subject to Clause 2.18;
		Annual Concession Fee above bid reserve price.	the Project will be awarded to the Bidder quoting the highest
			Annual Concession Fee above bid reserve price.
2.	Volume-I:	To be eligible for this RFP, a Bidder shall fulfill the	To be read as:
	Information	following conditions of eligibility:	To be eligible for this RFP, a Bidder shall fulfill the
	and	(A.) Technical Capacity: For demonstrating technical	following conditions of eligibility:
	Instructions to	capacity and experience (the "Technical Capacity"), the	(A.) Technical Capacity: For demonstrating technical
	Bidders:	Bidder shall, over the past 10 (ten) financial years preceding	capacity and experience (the "Technical Capacity"), the
	Clause 2.2.2,	the Bid Due Date, have experience in development of	Bidder shall, over the past 10 (ten) financial years preceding
	Page No-22	similar kind of projects such that the sum total of the project	the Bid Due Date, have experience in development of similar
		cost of similar projects is not less than Rs. 13.51 crore (Rs.	kind of projects such that the sum total of the project cost of

Sr.No	RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
		Thirteen Crore Fifty one lakh only) (the Threshold Technical Capacity").Provided that the project cost of the similar project for which experience is claimed should be more than 10% of the amount specified as the Estimated Project Cost. For the purposes of this RFP "Similar Project" shall mean, experience in development of Residential/Commercial Complexes/Amusement Parks/Convention centers/ Exhibition centers/Tourism infrastructure/ hospitality projects.	similar projects is not less than Rs. 13.51 crore (Rs. Thirteen Crore Fifty one lakh only) (the Threshold Technical Capacity").Provided that the project cost of the similar project for which experience is claimed should be more than 10% of the amount specified as the Estimated Project Cost. For the purposes of this RFP "Similar Project" shall mean, experience in development of Residential/Commercial Complexes/Amusement Parks/Convention centers/ Exhibition centers/Tourism infrastructure/ hospitality projects.
		(B.) Financial Capacity: For demonstrating financial capacity (the "Financial Capacity"), the Bidder (in case of consortium all the consortium members)shall have: (i) Net-worth of Rs. 101.28 Lakhs (Rupees One Hundred One Lakhs Twenty Eight Thousand only) at the close of the preceding financial year2. (ii) Average annual turnover should be Rs. 1012.89. (Rs. One Thousand Twelve Lakhs Eighty Nine Thousand only) In last 5 years ending 2018-19.	(B.) Financial Capacity: For demonstrating financial capacity (the "Financial Capacity"), the Bidder (in case of consortium all the consortium members)shall have: (i) Net-worth of Rs. 101.28 Lakhs (Rupees One Hundred One Lakhs Twenty Eight Thousand only) at the close of the preceding financial year2. (ii) Average annual turnover should be Rs. 1012.89. (Rs. One Thousand Twelve Lakhs Eighty Nine Thousand only) In last 5 years ending 2018-19.
		In case of a Consortium, the Lead Member satisfy at least 60% requirement of Technical capability and Financial Capacity. Other Members of the Consortium shall meet at least 30% requirement of Technical capability and Financial Capacity.	In case of a Consortium, all the Members of the Consortium shall collectively satisfy the Technical capability and Financial Capacity.
3.	Volume-I: Information and	I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs(Rupeesin words only) with an increase of 5% year	To be read as: I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs(Rupeesin
	Instructions to Bidders: Appendix IB:	on year till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents	words only) with an increase of 5% every three years till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents
	Letter	and the Concession Agreement.	and the Concession Agreement.

Sr.No	RFP	Existing Clause	Amendment/Corrigendum
	Document Ref		
	Clause No		
	comprising		
	the financial		
	Bid, point 7,		
	Page No 51		
4.	Volume II:	In the event of any Dispute between the Parties, either Party	To be read as:
	Concession	may call upon the Engineer to mediate and assist the Parties	The clause shall be read as:
	Agreement,	in arriving at an amicable settlement thereof. Failing	In the event of any Dispute between the Parties, either Party
	Dispute	mediation by the Engineer or without the intervention of the	may call upon the Engineer to mediate and assist the Parties
	Resolution	Engineer, either Party may require such Dispute to be	in arriving at an amicable settlement thereof. Failing
	Article 35.2,	referred to the [Chairman] of the Authority and the	mediation by the Engineer or without the intervention of the
	Page 103	Chairman/Director of the Concessionaire for amicable	Engineer, either Party may require such Dispute to be
		settlement, and upon such reference, the said persons shall	referred to the [Chairman] of the Authority and the Chairman
		meet no later than 7 (seven) days from the date of reference	or the deputed officer/Director of the Concessionaire for
		to discuss and attempt to amicably resolve the Dispute. If	amicable settlement, and upon such reference, the said
		such meeting does not take place within the 7 (seven) days	persons shall meet no later than 7 (seven) days from the date
		period or the Dispute is not amicably settled within 15	of reference to discuss and attempt to amicably resolve the
		(fifteen) days of the meeting or the Dispute is not resolved	Dispute. If such meeting does not take place within the 7
		as evidenced by the signing of written terms of settlement	(seven) days period or the Dispute is not amicably settled
		within 30 (thirty) days of the notice in writing referred to in	within 15 (fifteen) days of the meeting or the Dispute is not
		Clause 35.1.1 or such longer period as may be mutually	resolved as evidenced by the signing of written terms of
		agreed by the Parties, either Party may refer the Dispute to	settlement within 30 (thirty) days of the notice in writing
		arbitration in accordance with the provisions of Clause 35.3.	referred to in Clause 35.1.1 or such longer period as may be
			mutually agreed by the Parties, either Party may refer the
			Dispute to arbitration in accordance with the provisions of
			Clause 35.3.



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Sr. No.	Name of Work
01	Development and Operation Maintenance of Fort side Beach Fort Resort and Water
	Sport at Harnai Fort Beach Tal Dapoli Dist Ratnagiri Maharashtra on Design Build
	Finance Operate and Transfer DBFOT Basis

All other terms and conditions remain unchanged. Please note that this corrigendum shall form the part of contract agreement.

Corrigendum for the RFP of Development and Operation/Maintenance of Fort, Fort side Beach, Fort Resort and Water Sport at Harnai Fort / Beach, Tal. Dapoli, Dist. Ratnagiri, Maharashtra on Design, Build, Finance, Operate and Transfer (DBFOT) Basis

Sr.No	RFP Document	Existing Clause	Amendment/Corrigendum
	Ref Clause No		
1.	Volume-I:	Bids are invited for the Project on the basis of the highest	To be read as:
	Information	annual concession fee (the "Annual Concession Fee")	Bids are invited for the Project on the basis of the highest
	and	offered by a Bidder above bid reserve price of Rs. 20.24	annual concession fee (the "Annual Concession Fee") offered
	Instructions to	Lakh (Rs. Twenty lakh Twenty four thousands only) for	by a Bidder above bid reserve price of Rs. 20.24 Lakh
	Bidders:	undertaking the Project. The concession period is pre-	(Rupees Twenty lakh Twenty four thousands only) for
	Clause 1.2.6,	determined, as indicated in the Draft Concession	undertaking the Project. The concession period is pre-
	Page No-12 &	Agreement. However the Authority/ GoM reserves right to	determined, as indicated in the Draft Concession Agreement.
	Page No-13	extend the Concession Period as indicated in the Draft	However the Authority/ GoM reserves right to extend the
		Concession Agreement. The Annual Concession Fee shall be	Concession Period as indicated in the Draft Concession
		payable by the Selected Bidder from 1 st year of operation	Agreement. The Annual Concession Fee shall be payable by
		till the end of concession period. The first payment	the Selected Bidder from 1 st year of operation till the end of
		of such Annual Concession Fee shall be on the commercial	concession period. The first payment
		operation date. Thereafter, the Annual Concession Fee shall	of such Annual Concession Fee shall be on the commercial
		increase by 5% (five percent) per year and payment shall be	operation date. Thereafter, the Annual Concession Fee shall
		due and payable by the Concessionaire to the Authority	increase by 5% (five percent) every three years and payment
		every year on the anniversary of the commercial operation	shall be due and payable by the Concessionaire to the
		date. The Annual Concession Fee shall constitute the sole	Authority every year on the anniversary of the commercial
		criteria for evaluation of Bids subject to Clause 2.18; the	operation date. The Annual Concession Fee shall constitute
		Project will be awarded to the Bidder quoting the highest	the sole criteria for evaluation of Bids subject to Clause 2.18;
		Annual Concession Fee above bid reserve price.	the Project will be awarded to the Bidder quoting the highest
			Annual Concession Fee above bid reserve price.
2.	Volume-I:	To be eligible for this RFP, a Bidder shall fulfill the following	To be read as:
	Information	conditions of eligibility:	To be eligible for this RFP, a Bidder shall fulfill the following
	and	(A.) Technical Capacity: For demonstrating technical	conditions of eligibility:
	Instructions to	capacity and experience (the "Technical Capacity"), the	(A.) Technical Capacity: For demonstrating technical capacity
	Bidders:	Bidder shall, over the past 10 (ten) financial years preceding	and experience (the "Technical Capacity"), the Bidder shall,
	Clause 2.2,	the Bid Due Date, have experience in development of	over the past 10 (ten) financial years preceding the Bid Due
	Page No-24	similar kind of projects such that the sum total of the	Date, have experience in development of similar kind of
		project cost of similar projects is not less than Rs. 12 crore	projects such that the sum total of the project cost of similar
		project cost of similar projects is not less than ks. 12 crore	projects such that the sum total of the project cost of similar

Sr.No	RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
	Net clause No	(Rs. Twelve Crore only) (the Threshold Technical Capacity"). Provided that the project cost of the similar project for which experience is claimed should be more than 10% of the amount specified as the Estimated Project Cost. For the purposes of this RFP "Similar Project" shall mean, experience in development of Residential/Commercial Complexes/Amusement Parks/Convention centers/ Exhibition centers/Tourism infrastructure/ hospitality projects.	projects is not less than Rs. 12 crore (Rupees. Twelve Crore only) (the Threshold Technical Capacity"). Provided that the project cost of the similar project for which experience is claimed should be more than 10% of the amount specified as the Estimated Project Cost. For the purposes of this RFP "Similar Project" shall mean, experience in development of Residential/Commercial Complexes/Amusement Parks/Convention centers/ Exhibition centers/Tourism infrastructure/ hospitality projects.
		(B.) Financial Capacity: For demonstrating financial capacity (the "Financial Capacity"), the Bidder (in case of consortium all the consortium members)shall have: (i) Net-worth of Rs. 90 Lakhs (Rupees Ninety Lakhs only) at the close of the preceding financial year2. (ii) Average annual turnover should be Rs.9.00 Cr. (Rs. Nine Crore only) In last 5 years ending 2018-19.	(B.) Financial Capacity: For demonstrating financial capacity (the "Financial Capacity"), the Bidder (in case of consortium all the consortium members)shall have: (i) Net-worth of Rs. 90 Lakhs (Rupees Ninety Lakhs only) at the close of the preceding financial year2. (ii) Average annual turnover should be Rs.9.00 Cr. (Rupees. Nine Crore only) In last 5 years ending 2018-19.
		In case of a Consortium, the Lead Member satisfy at least 60% requirement of Technical capability and Financial Capacity. Other Members of the Consortium shall meet at least 30% requirement of Technical capability and Financial Capacity.	In case of a Consortium, all the Members of the Consortium shall collectively satisfy the Technical capability and Financial Capacity.
3.	Volume-I: Information and Instructions to Bidders: Appendix IB: Letter comprising the	I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs(Rupeesin words only) with an increase of 5% year on year till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.	To be read as: I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs(Rupeesin words only) with an increase of 5% every three years till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

Sr.No	RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
	financial Bid ,		
	point 7, page		
	no- 54		
4.	Volume II:	In the event of any Dispute between the Parties, either	To be read as:
	Concession	Party may call upon the Engineer to mediate and assist the	The clause shall be read as:
	Agreement,	Parties in arriving at an amicable settlement thereof. Failing	In the event of any Dispute between the Parties, either Party
	Article 35.2,	mediation by the Engineer or without the intervention of	may call upon the Engineer to mediate and assist the Parties
	Dispute	the Engineer, either Party may require such Dispute to be	in arriving at an amicable settlement thereof. Failing
	Resolution-	referred to the [Chairman] of the Authority and the	mediation by the Engineer or without the intervention of the
	Conciliation,	Chairman/Director of the Concessionaire for amicable	Engineer, either Party may require such Dispute to be
	Page 104	settlement, and upon such reference, the said persons shall	referred to the [Chairman] of the Authority and the
		meet no later than 7 (seven) days from the date of	Chairman or the deputed officer/Director of the
		reference to discuss and attempt to amicably resolve the	Concessionaire for amicable settlement, and upon such
		Dispute. If such meeting does not take place within the 7	reference, the said persons shall meet no later than 7
		(seven) days period or the Dispute is not amicably settled	(seven) days from the date of reference to discuss and
		within 15 (fifteen) days of the meeting or the Dispute is not	attempt to amicably resolve the Dispute. If such meeting
		resolved as evidenced by the signing of written terms of	does not take place within the 7 (seven) days period or the
		settlement within 30 (thirty) days of the notice in writing	Dispute is not amicably settled within 15 (fifteen) days of the
		referred to in Clause 35.1.1 or such longer period as may be	meeting or the Dispute is not resolved as evidenced by the
		mutually agreed by the Parties, either Party may refer the	signing of written terms of settlement within 30 (thirty) days
		Dispute to arbitration in accordance with the provisions of	of the notice in writing referred to in Clause 35.1.1 or such
		Clause 35.3.	longer period as may be mutually agreed by the Parties,
			either Party may refer the Dispute to arbitration in
			accordance with the provisions of Clause 35.3.



Apeejay House 4th Floor 3 Dinshaw Wachha Road Church Gate Mumbai 400 020 Tel:- 91-22-22044040, Fax :- 91-22-22852182.

Corrigendum 7 for Changes in existing clauses

Further to the Tender Notice No. MTDC/E-Tender/2018-19/L &E/226 (Online) published in the News Paper and Website (www.maharashtratourism.gov.in / www.mahatenders.gov.in) for the various work, Date. 11/03/2019 corrigendum 7 is issued for Changes in existing clauses for the following works.

Sr. No.	Name of Work
01	Development and Operation Maintenance of Beach Beach Resort and Water Sport at
	Kashid Beach Tal Alibag Dist Raigad Maharashtra on Design Build Finance Operate
	and Transfer DBFOT Basis

All other terms and conditions remain unchanged. Please note that this corrigendum shall form the part of contract agreement.

Corrigendum for the RFP of Development and Operation/Maintenance of Beach, Beach Resort and Water Sport at Kashid Beach, Tal. Alibag, Dist. Raigad, Maharashtra on Design, Build, Finance, Operate and Transfer (DBFOT) Basis

Sr.No	RFP	Existing Clause	Amendment/Corrigendum
	Document Ref		
	Clause No		
1.	Volume-I:	Bids are invited for the Project on the basis of the highest	To be read as:
	Information	annual concession fee (the "Annual Concession Fee")	Bids are invited for the Project on the basis of the highest
	and	offered by a Bidder above bid reserve price of Rs. 8.46 Lakh	annual concession fee (the "Annual Concession Fee") offered
	Instructions to	(Rs. Eight lakh forty six thousands only) for undertaking the	by a Bidder above bid reserve price of Rs. Rs. 8.46 Lakh (Rs.
	Bidders:	Project. The concession period is pre-determined, as	Eight lakh forty six thousands only) for undertaking the
	Clause 1.2.6 ,	indicated in the Draft Concession Agreement. However the	Project. The concession period is pre-determined, as indicated
	Page No-12 &	Authority/ GoM reserves right to extend the Concession	in the Draft Concession Agreement. However the Authority/
	Page No-13	Period as indicated in the Draft Concession Agreement. The	GoM reserves right to extend the Concession Period as
		Annual Concession Fee shall be payable by the Selected	indicated in the Draft Concession Agreement. The Annual
		Bidder from 1 st year of operation till the end of concession	Concession Fee shall be payable by the Selected Bidder from
		period. The first payment	1 st year of operation till the end of concession period. The
		of such Annual Concession Fee shall be on the commercial	first payment
		operation date. Thereafter, the Annual Concession Fee shall	of such Annual Concession Fee shall be on the commercial
		increase by 5% (five percent) per year and payment shall be	operation date. Thereafter, the Annual Concession Fee shall
		due and payable by the Concessionaire to the Authority	increase by 5% (five percent) every three years and payment
		every year on the anniversary of the commercial operation	shall be due and payable by the Concessionaire to the
		date. The Annual Concession Fee shall constitute the sole	Authority every year on the anniversary of the commercial
		criteria for evaluation of Bids subject to Clause 2.18; the	operation date. The Annual Concession Fee shall constitute
		Project will be awarded to the Bidder quoting the highest	the sole criteria for evaluation of Bids subject to Clause 2.18;
		Annual Concession Fee above bid reserve price.	the Project will be awarded to the Bidder quoting the highest
			Annual Concession Fee above bid reserve price.
2.	Volume-I:	To be eligible for this RFP, a Bidder shall fulfill the	To be read as:
	Information	following conditions of eligibility:	To be eligible for this RFP, a Bidder shall fulfill the
	and	(A.) Technical Capacity: For demonstrating technical	following conditions of eligibility:
	Instructions to	capacity and experience (the "Technical Capacity"), the	(A.) Technical Capacity: For demonstrating technical
	Bidders:	Bidder shall, over the past 10 (ten) financial years preceding	capacity and experience (the "Technical Capacity"), the
	Clause 2.2.2,	the Bid Due Date, have experience in development of	Bidder shall, over the past 10 (ten) financial years preceding
	Page No-23 &	similar kind of projects such that the sum total of the project	the Bid Due Date, have experience in development of similar
	Page No-24	cost of similar projects is not less than Rs. 18.12 crore (Rs.	kind of projects such that the sum total of the project cost of
		Eighteen Crore and Twelve lakhs only)) (the Threshold	similar projects is not less Rs. 18.12 crore (Rs. Eighteen
		Technical Capacity").Provided that the project cost of the	Crore and Twelve lakhs only)) (the Threshold Technical

Sr.No	RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
		similar project for which experience is claimed should be more than 10% of the amount specified as the Estimated Project Cost. For the purposes of this RFP "Similar Project" shall mean, experience in development of Residential/Commercial Complexes/Amusement Parks/Convention centers/ Exhibition centers/Tourism infrastructure/ hospitality projects.	Capacity").Provided that the project cost of the similar project for which experience is claimed should be more than 10% of the amount specified as the Estimated Project Cost. For the purposes of this RFP "Similar Project" shall mean, experience in development of Residential/Commercial Complexes/Amusement Parks/Convention centers/ Exhibition centers/Tourism infrastructure/ hospitality projects.
		(B.) Financial Capacity: For demonstrating financial capacity (the "Financial Capacity"), the Bidder (in case of consortium all the consortium members)shall have: (i) Net-worth of Rs. 1.35 crore (Rupees One Crores and Thirty five Lakhs only) at the close of the preceding financial year2. (ii) Average annual turnover should be Rs. 13.59 cr. (Rs. Thirteen Crore fifty nine lakh only) In last 5 years ending 2018-19.	(B.) Financial Capacity: For demonstrating financial capacity (the "Financial Capacity"), the Bidder (in case of consortium all the consortium members)shall have: (i) Net-worth of Rs. 1.35 crore (Rupees One Crores and Thirty five Lakhs only) at the close of the preceding financial year2. (ii) Average annual turnover should be Rs. 13.59 cr. (Rupees Thirteen Crore fifty nine lakh only) In last 5 years ending 2018-19.
		In case of a Consortium, the Lead Member satisfy at least 60% requirement of Technical capability and Financial Capacity. Other Members of the Consortium shall meet at least 30% requirement of Technical capability and Financial Capacity.	In case of a Consortium, all the Members of the Consortium shall collectively satisfy the Technical capability and Financial Capacity.
3.	Volume-I: Information and Instructions to Bidders: Appendix IB: Letter comprising the financial	I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs(Rupeesin words only) with an increase of 5% year on year till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.	To be read as: I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs(Rupeesin words only) with an increase of 5% every three years till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.

Sr.No	RFP	Existing Clause	Amendment/Corrigendum
	Document Ref		
	Clause No		
	Bid, point 7,		
	page no- 52		
4.	Volume II:	In the event of any Dispute between the Parties, either Party	To be read as:
	Concession	may call upon the Engineer to mediate and assist the Parties	The clause shall be read as:
	Agreement,	in arriving at an amicable settlement thereof. Failing	In the event of any Dispute between the Parties, either Party
	Article 35.2,	mediation by the Engineer or without the intervention of the	may call upon the Engineer to mediate and assist the Parties
	Dispute	Engineer, either Party may require such Dispute to be	in arriving at an amicable settlement thereof. Failing
	Resolution-	referred to the [Chairman] of the Authority and the	mediation by the Engineer or without the intervention of the
	Conciliation,	Chairman/Director of the Concessionaire for amicable	Engineer, either Party may require such Dispute to be
	Page 104	settlement, and upon such reference, the said persons shall	referred to the [Chairman] of the Authority and the Chairman
		meet no later than 7 (seven) days from the date of reference	or the deputed officer/Director of the Concessionaire for
		to discuss and attempt to amicably resolve the Dispute. If	amicable settlement, and upon such reference, the said
		such meeting does not take place within the 7 (seven) days	persons shall meet no later than 7 (seven) days from the date
		period or the Dispute is not amicably settled within 15	of reference to discuss and attempt to amicably resolve the
		(fifteen) days of the meeting or the Dispute is not resolved	Dispute. If such meeting does not take place within the 7
		as evidenced by the signing of written terms of settlement	(seven) days period or the Dispute is not amicably settled
		within 30 (thirty) days of the notice in writing referred to in	within 15 (fifteen) days of the meeting or the Dispute is not
		Clause 35.1.1 or such longer period as may be mutually	resolved as evidenced by the signing of written terms of
		agreed by the Parties, either Party may refer the Dispute to	settlement within 30 (thirty) days of the notice in writing
		arbitration in accordance with the provisions of Clause 35.3.	referred to in Clause 35.1.1 or such longer period as may be
			mutually agreed by the Parties, either Party may refer the
			Dispute to arbitration in accordance with the provisions of
			Clause 35.3.



Apeejay House 4th Floor 3 Dinshaw Wachha Road Church Gate Mumbai 400 020 Tel:- 91-22-22044040, Fax :- 91-22-22852182.

Corrigendum 7 for Changes in existing clauses

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Sr. No.	Name of Work
01	Development and Operation Maintenance of Beach Beach Resort and Water Sport at
	Kihim Beach Tal Alibag Dist Raigad Maharashtra on Design Build Finance Operate
	and Transfer DBFOT Basis

All other terms and conditions remain unchanged. Please note that this corrigendum shall form the part of contract agreement.

Corrigendum for the RFP of Development and Operation/Maintenance of Beach, Beach Resort and Water Sport at Kihim Beach, Tal. Alibag, Dist. Raigad, Maharashtra on Design, Build, Finance, Operate and Transfer

(DBFOT) Basis

Sr.No	RFP	Existing Clause	Amendment/Corrigendum
	Document Ref		
	Clause No		
1.	Volume-I:	Bids are invited for the Project on the basis of the highest	To be read as:
	Information	annual concession fee (the "Annual Concession Fee")	Bids are invited for the Project on the basis of the highest
	and	offered by a Bidder above bid reserve price of Rs. 92.32	annual concession fee (the "Annual Concession Fee") offered
	Instructions to	Lakh (Rupees Ninty Two lakh Thirty two thousand only) for	by a Bidder above bid reserve price of Rs. 92.32 Lakh
	Bidders:	undertaking the Project. The concession period is pre-	(Rupees Ninty Two lakh Thirty two thousand only) for
	Clause 1.2.6,	determined, as indicated in the Draft Concession	undertaking the Project. The concession period is pre-
	Page No-12 &	Agreement. However the Authority/ GoM reserves right to	determined, as indicated in the Draft Concession Agreement.
	Page No-13	extend the Concession Period as indicated in the Draft	However the Authority/ GoM reserves right to extend the
		Concession Agreement. The Annual Concession Fee shall	Concession Period as indicated in the Draft Concession
		be payable by the Selected Bidder from 1st year of operation	Agreement. The Annual Concession Fee shall be payable by
		till the end of concession period. The first payment	the Selected Bidder from 1 st year of operation till the end of
		of such Annual Concession Fee shall be on the commercial	concession period. The first payment
		operation date. Thereafter, the Annual Concession Fee shall	of such Annual Concession Fee shall be on the commercial
		increase by 5% (five percent) per year and payment shall be	operation date. Thereafter, the Annual Concession Fee shall
		due and payable by the Concessionaire to the Authority	increase by 5% (five percent) every three years and payment
		every year on the anniversary of the commercial operation	shall be due and payable by the Concessionaire to the
		date. The Annual Concession Fee shall constitute the sole	Authority every year on the anniversary of the commercial
		criteria for evaluation of Bids subject to Clause 2.18; the	operation date. The Annual Concession Fee shall constitute
		Project will be awarded to the Bidder quoting the highest	the sole criteria for evaluation of Bids subject to Clause 2.18;
		Annual Concession Fee above bid reserve price.	the Project will be awarded to the Bidder quoting the highest
			Annual Concession Fee above bid reserve price.
2.	Volume-I:	To be eligible for this RFP, a Bidder shall fulfill the	To be read as:
	Information	following conditions of eligibility:	To be eligible for this RFP, a Bidder shall fulfill the
	and	(A.) Technical Capacity: For demonstrating technical	following conditions of eligibility:
	Instructions to	capacity and experience (the "Technical Capacity"), the	(A.) Technical Capacity: For demonstrating technical
	Bidders:	Bidder shall, over the past 10 (ten) financial years preceding	capacity and experience (the "Technical Capacity"), the
	Clause 2.2,	the Bid Due Date, have experience in development of	Bidder shall, over the past 10 (ten) financial years preceding
	Page No-23 &	similar kind of projects such that the sum total of the project	the Bid Due Date, have experience in development of similar
	Page No-24	cost of similar projects is not less than Rs. 42.05 crore (Rs.	kind of projects such that the sum total of the project cost of

Sr.No	RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
		Fourty Two crore and Five lakhs only) (the Threshold Technical Capacity"). Provided that the project cost of the similar project for which experience is claimed should be more than 10% of the amount specified as the Estimated Project Cost. For the purposes of this RFP "Similar Project" shall mean, experience in development of Residential/Commercial Complexes/Amusement Parks/Convention centers/ Exhibition centers/Tourism infrastructure/ hospitality projects.	similar projects is not less than Rs. 42.05 crore (Rupees Fourty Two crore and Five lakhs only) (the Threshold Technical Capacity").Provided that the project cost of the similar project for which experience is claimed should be more than 10% of the amount specified as the Estimated Project Cost. For the purposes of this RFP "Similar Project" shall mean, experience in development of Residential/Commercial Complexes/Amusement Parks/Convention centers/ Exhibition centers/Tourism infrastructure/ hospitality projects.
		 (B.) Financial Capacity: For demonstrating financial capacity (the "Financial Capacity"), the Bidder (in case of consortium all the consortium members)shall have: (i) Net-worth of Rs. 3.15 crore (Rupees Three Crores and Fifteen Lakhs only) at the close of the preceding financial year². (ii) Average annual turnover should be Rs. 31.53 cr. (Rs. Thirty one Crore fifty three lakh only) In last 5 years ending 2018-19. 	(B.) Financial Capacity: For demonstrating financial capacity (the "Financial Capacity"), the Bidder (in case of consortium all the consortium members)shall have: (i) Net-worth of Rs. 3.15 crore (Rupees Three Crores and Fifteen Lakhs only) at the close of the preceding financial year². (ii) Average annual turnover should be Rs. 31.53 cr. (Rupees Thirty one Crore fifty three lakh only) In last 5 years ending 2018-19.
		In case of a Consortium, the Lead Member satisfy at least 60% requirement of Technical capability and Financial Capacity. Other Members of the Consortium shall meet at least 30% requirement of Technical capability and Financial Capacity.	In case of a Consortium, all the Members of the Consortium shall collectively satisfy the Technical capability and Financial Capacity.
3.	Volume-I: Information and Instructions to Bidders:	I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs(Rupeesin words only) with an increase of 5% year on year till the	To be read as: I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs(Rupeesin words only) with an increase of 5% every three years till the expiry of the Concession Agreement for undertaking the

Sr.No	RFP	Existing Clause	Amendment/Corrigendum
	Document Ref		
	Clause No		
	Appendix IB:	expiry of the Concession Agreement for undertaking the	aforesaid Project in accordance with the Bidding Documents
	Letter	aforesaid Project in accordance with the Bidding Documents	and the Concession Agreement.
	comprising	and the Concession Agreement.	
	the financial		
	Bid, point 7,		
	Page No- 52		
4.	Volume II:	In the event of any Dispute between the Parties, either Party	To be read as:
	Concession	may call upon the Engineer to mediate and assist the Parties	The clause shall be read as:
	Agreement,	in arriving at an amicable settlement thereof. Failing	In the event of any Dispute between the Parties, either Party
	Article 35.2,	mediation by the Engineer or without the intervention of the	may call upon the Engineer to mediate and assist the Parties
	Dispute	Engineer, either Party may require such Dispute to be	in arriving at an amicable settlement thereof. Failing
	Resolution-	referred to the [Chairman] of the Authority and the	mediation by the Engineer or without the intervention of the
	Conciliation,	Chairman/Director of the Concessionaire for amicable	Engineer, either Party may require such Dispute to be
	Page No- 104	settlement, and upon such reference, the said persons shall	referred to the [Chairman] of the Authority and the Chairman
		meet no later than 7 (seven) days from the date of reference	or the deputed officer/Director of the Concessionaire for
		to discuss and attempt to amicably resolve the Dispute. If	amicable settlement, and upon such reference, the said
		such meeting does not take place within the 7 (seven) days	persons shall meet no later than 7 (seven) days from the date
		period or the Dispute is not amicably settled within 15	of reference to discuss and attempt to amicably resolve the
		(fifteen) days of the meeting or the Dispute is not resolved	Dispute. If such meeting does not take place within the 7
		as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in	(seven) days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not
		Clause 35.1.1 or such longer period as may be mutually	resolved as evidenced by the signing of written terms of
		agreed by the Parties, either Party may refer the Dispute to	settlement within 30 (thirty) days of the notice in writing
		arbitration in accordance with the provisions of Clause 35.3.	referred to in Clause 35.1.1 or such longer period as may be
		arottation in accordance with the provisions of Clause 33.3.	mutually agreed by the Parties, either Party may refer the
			Dispute to arbitration in accordance with the provisions of
			Clause 35.3.
			Clause 35.3.



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Sr. No.	Name of Work
01	Running and Managing as is where is basis Holiday Resort at Mithbay Dist Sindhudurg
	for 10 Years

All other terms and conditions remain unchanged. Please note that this corrigendum shall form the part of contract agreement.

Corrigendum for the Tender for Running and Managing as is where is basis Holiday Resort at Mithbay, Dist. Sindhudurg for 10 Years

Sr.No	RFP	Existing Clause	Amendment/Corrigendum
	Document Ref		
	Clause No		
1.	Tender	"Running and Managing as is where is basis Holiday Resort	To be read as:
	Document:	at Mithbay, Dist. Sindhudurg for 10 Years"	Running and Managing as is where is basis Holiday Resort at
	Tender Term		Mithbav, Dist. Sindhudurg for 30 Years
2.	Tender	E-Tenders are invited from the persons owning/operating	E-Tenders are invited from the persons owning/operating
	Document:	Hotels/Resorts/Restaurants/Tent Resorts/Visitor	Hotels/Resorts/Restaurants/Tent Resorts/Visitor Centre for
	NIT	Centre for RUNNING AND MANAGING (on Conducting	RUNNING AND MANAGING (on Conducting Basis) the
		Basis) the following property on "As is where is basis" on	following property on "As is where is basis" on Short Term
		Short Term Lease Basis 10+10 years in Dist Sindhudurg.	Lease Basis 30+30 years in Dist Sindhudurg.
3.	Conducting	"Term" shall mean a period of 10 (Ten) years commencing	"Term" shall mean a period of 30 (Thirty) years
	Agreement for	from the Agreement Commencement Date.	commencing from the Agreement Commencement Date.
	Resort	-	
	Management:		
	Clause 1.1.22		
	Page No-7		



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Sr. No.	Name of Work
01	Development and Operation Maintenance of Fort Fort side Beach Fort Resort and
	Water Sport at Nivati Fort Beach Tal Malvan Dist Sindhudurg Maharashtra on Design
	Build Finance Operate and Transfer DBFOT Basis

All other terms and conditions remain unchanged. Please note that this corrigendum shall form the part of contract agreement.

Corrigendum for the RFP of Development and Operation/Maintenance of Fort, Fort side Beach, Fort Resort and Water Sport at Nivati Fort / Beach, Tal. Malvan, Dist. Sindhudurg, Maharashtra on Design, Build, Finance, Operate and Transfer (DBFOT) Basis

Sr.No	RFP	Existing Clause	Amendment/Corrigendum
	Document Ref		
	Clause No		
1.	Volume-I:	Bids are invited for the Project on the basis of the highest	To be read as:
	Information	annual concession fee (the "Annual Concession Fee")	Bids are invited for the Project on the basis of the highest
	and	offered by a Bidder above bid reserve price of Rs. 176.03	annual concession fee (the "Annual Concession Fee") offered
	Instructions to	Lakh (One Hundred Seventy Six Lakh Three Thousand	by a Bidder above bid reserve price of Rs. 176.03 Lakh
	Bidders:	Only) for undertaking the Project. The concession period is	(Rupees One Hundred Seventy Six Lakh Three Thousand
	Clause 1.2.6,	pre-determined, as indicated in the Draft Concession	Only) for undertaking the Project. The concession period is
	Page No-12 &	Agreement. However the Authority/ GoM reserves right to	pre-determined, as indicated in the Draft Concession
	Page No-13	extend the Concession Period as indicated in the Draft	Agreement. However the Authority/ GoM reserves right to
		Concession Agreement. The Annual Concession Fee shall	extend the Concession Period as indicated in the Draft
		be payable by the Selected Bidder from 1 st year of operation	Concession Agreement. The Annual Concession Fee shall be
		till the end of concession period. The first payment	payable by the Selected Bidder from 1 st year of operation till
		of such Annual Concession Fee shall be on the commercial	the end of concession period. The first payment
		operation date. Thereafter, the Annual Concession Fee shall	of such Annual Concession Fee shall be on the commercial
		increase by 5% (five percent) per year and payment shall be	operation date. Thereafter, the Annual Concession Fee shall
		due and payable by the Concessionaire to the Authority	increase by 5% (five percent) every three years and payment
		every year on the anniversary of the commercial operation	shall be due and payable by the Concessionaire to the
		date. The Annual Concession Fee shall constitute the sole	Authority every year on the anniversary of the commercial
		criteria for evaluation of Bids subject to Clause 2.18; the	operation date. The Annual Concession Fee shall constitute
		Project will be awarded to the Bidder quoting the highest	the sole criteria for evaluation of Bids subject to Clause 2.18;
		Annual Concession Fee above bid reserve price.	the Project will be awarded to the Bidder quoting the highest
			Annual Concession Fee above bid reserve price.
2.	Volume-I:	Notwithstanding anything to the contrary contained herein,	Notwithstanding anything to the contrary contained herein, in
	Information	in the event that the Bid Due Date falls within three months	the event that the Bid Due Date falls within three months of
	and	of the closing of the latest financial year of a Bidder, it shall	the closing of the latest financial year of a Bidder, the Bidder
	Instructions to	ignore such financial year for the purposes of its Application	can consider such a financial year for the purposes of its
	Bidders:	and furnish all its information and certification with	Application and furnish all its information and certification
	Clause 2.1.21 ,	reference to the 5 (five) years or 1 (one) year, as the case	with references to the 5 (five) years or 1 (one) year, as the
	Page No-20	may be, preceding its latest financial year. For the avoidance	case may be, which includes the latest Financial year.
		of doubt, financial year shall, for the purposes of an	
		Application hereunder, mean the accounting year followed	
		by the Applicant in the course of its normal business.	

Sr.No RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
		However, the Bidder shall submit a certificate from an independent Chartered Accountant for such period considered.
3. Volume-I: Information and Instructions to Bidders: Clause 2.2.2, Page No-23 & Page No-24	To be eligible for this RFP, a Bidder shall fulfill the following conditions of eligibility: (A.) Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past 10 (ten) financial years preceding the Bid Due Date, have experience in development of similar kind of projects such that the sum total of the project cost of similar projects is not less than Rs. 8300.00 Lakhs (Rs. Eighty Thousand Three Hundred lakhs Only) (the Threshold Technical Capacity"). Provided that the project cost of the similar project for which experience is claimed should be more than 10% of the amount specified as the Estimated Project Cost. For the purposes of this RFP "Similar Project" shall mean, experience in development of Residential/Commercial Complexes/Amusement Parks/Convention centers/ Exhibition centers/Tourism infrastructure/ hospitality projects. (B.) Financial Capacity: For demonstrating financial capacity (the "Financial Capacity"), the Bidder (in case of consortium all the consortium members)shall have: (i) Net-worth of Rs. 62.25 lakh (Rupees Sixty two lakh twenty five thousand Lakhs only) at the close of the preceding financial year ² . (ii) Average annual turnover should be Rs. 6225.00Lakhs. (Rs. Six Thousands Two Hundred) In last 5 years ending 2018-19.	To be read as: To be eligible for this RFP, a Bidder shall fulfill the following conditions of eligibility: Technical Capacity: For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past 10 (ten) financial years preceding the Bid Due Date, have experience in development of similar kind of projects such that the sum total of the project cost of similar projects is not less than Rs. 8300.00Lakhs (Rs. Eighty Thousand Three Hundred lakhs Only) (the Threshold Technical Capacity"). Provided that the project cost of the similar project for which experience is claimed should be more than 10% of the amount specified as the Estimated Project Cost. For the purposes of this RFP "Similar Project" shall mean, experience in development of Residential/Commercial Complexes/Amusement Parks/Convention centers/ Exhibition centers/Tourism infrastructure/ hospitality projects. (B.) Financial Capacity: For demonstrating financial capacity (the "Financial Capacity"), the Bidder (in case of consortium all the consortium members) shall have: (i) Net-worth of Rs. 62.25 lakh (Rupees Sixty two lakh twenty five thousand Lakhs only) at the close of the preceding financial year ² . (ii) Average annual turnover should be Rs. 6225.00 Lakhs. (Rs. Six Thousands Two Hundred) In last 5 years ending 2018-19.

Sr.No	RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
		In case of a Consortium, the Lead Member satisfy at least 60% requirement of Technical capability and Financial Capacity. Other Members of the Consortium shall meet at least 30% requirement of Technical capability and Financial Capacity.	In case of a Consortium, all the Members of the Consortium shall collectively satisfy the Technical capability and Financial Capacity.
4.	Volume-I: Information and Instructions to Bidders: Appendix IB: Letter comprising the financial Bid, point 7, page no- 54	I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs(Rupeesin words only) with an increase of 5% year on year till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.	To be read as: I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs(Rupeesin words only) with an increase of 5% every three years till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.
5.	Volume II: Concession Agreement, Article 35.2, Dispute Resolution- Conciliation, Page 104	In the event of any Dispute between the Parties, either Party may call upon the Engineer to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Engineer or without the intervention of the Engineer, either Party may require such Dispute to be referred to the [Chairman] of the Authority and the Chairman/Director of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 35.1.1 or such longer period as may be mutually	To be read as: The clause shall be read as: In the event of any Dispute between the Parties, either Party may call upon the Engineer to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Engineer or without the intervention of the Engineer, either Party may require such Dispute to be referred to the [Chairman] of the Authority and the Chairman or the deputed officer/Director of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing

Sr.No	RFP	Existing Clause	Amendment/Corrigendum
	Document Ref		
	Clause No		
		agreed by the Parties, either Party may refer the Dispute to	referred to in Clause 35.1.1 or such longer period as may be
		arbitration in accordance with the provisions of Clause 35.3.	mutually agreed by the Parties, either Party may refer the
			Dispute to arbitration in accordance with the provisions of
			Clause 35.3.



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Corrigendum 7 for Changes in existing clauses

Further to the Tender Notice No. MTDC/E-Tender/2018-19/L &E/226 (Online) published in the News Paper and Website (www.maharashtratourism.gov.in / www.mahatenders.gov.in) for the various work, Date. 11/03/2019 corrigendum 7 is issued for Changes in existing clauses for the following works.

Sr. No.	Name of Work	
01	Development and Operation Maintenance of Beach Resort and Adventure Sports at	
	Ubhadanda Sagareshwar Dist Sindhudurg Maharashtra on Design Build Finance	
	Operate and Transfer DBFOT Basis	

All other terms and conditions remain unchanged. Please note that this corrigendum shall form the part of contract agreement.

Corrigendum for the RFP of Development and Operation/Maintenance of Beach Resort & Adventure Sports at Ubhadanda-Sagareshwar, Dist. Sindhudurg, Maharashtra on Design, Build, Finance, Operate and Transfer (DBFOT) Basis

Sr.No	RFP	Existing Clause	Amendment/Corrigendum
	Document Ref		
	Clause No		
1.	Volume-I:	Bids are invited for the Project on the basis of the highest	To be read as:
	Information	annual concession fee (the "Annual Concession Fee")	Bids are invited for the Project on the basis of the highest
	and	offered by a Bidder above bid reserve price of Rs. 28.16	annual concession fee (the "Annual Concession Fee") offered
	Instructions to	Lakh (rupees Twenty eighty lakha & sixteen thousand) for	by a Bidder above bid reserve price of Rs. 28.16 Lakh (rupees
	Bidders:	undertaking the Project. The concession period is pre-	Twenty eighty lakhs & sixteen thousand) for undertaking the
	Clause 1.2.6,	determined, as indicated in the Draft Concession	Project. The concession period is pre-determined, as indicated
	Page No-12 &	Agreement. However the Authority/ GoM reserves right to	in the Draft Concession Agreement. However the Authority/
	Page No-13	extend the Concession Period as indicated in the Draft	GoM reserves right to extend the Concession Period as
		Concession Agreement. The Annual Concession Fee shall	indicated in the Draft Concession Agreement. The Annual
		be payable by the Selected Bidder from 1 st year of operation	Concession Fee shall be payable by the Selected Bidder from
		till the end of concession period. The first payment	1 st year of operation till the end of concession period. The
		of such Annual Concession Fee shall be on the commercial	first payment
		operation date. Thereafter, the Annual Concession Fee shall	of such Annual Concession Fee shall be on the commercial
		increase by 5% (five percent) per year and payment shall be	operation date. Thereafter, the Annual Concession Fee shall
		due and payable by the Concessionaire to the Authority	increase by 5% (five percent) every three years and payment
		every year on the anniversary of the commercial operation	shall be due and payable by the Concessionaire to the
		date. The Annual Concession Fee shall constitute the sole	Authority every year on the anniversary of the commercial
		criteria for evaluation of Bids subject to Clause 2.18; the	operation date. The Annual Concession Fee shall constitute
		Project will be awarded to the Bidder quoting the highest	the sole criteria for evaluation of Bids subject to Clause 2.18;
		Annual Concession Fee above bid reserve price.	the Project will be awarded to the Bidder quoting the highest
			Annual Concession Fee above bid reserve price.
2.	Volume-I:	To be eligible for this RFP, a Bidder shall fulfill the	To be read as:
	Information	following conditions of eligibility:	To be eligible for this RFP, a Bidder shall fulfill the
	and	(A.) Technical Capacity: For demonstrating technical	following conditions of eligibility:
	Instructions to	capacity and experience (the "Technical Capacity"), the	(A.) Technical Capacity: For demonstrating technical
	Bidders:	Bidder shall, over the past 10 (ten) financial years preceding	capacity and experience (the "Technical Capacity"), the
	Clause 2.2.2,	the Bid Due Date, have experience in development of	Bidder shall, over the past 10 (ten) financial years preceding
	Page No-23 &	similar kind of projects such that the sum total of the project	the Bid Due Date, have experience in development of similar
	Page No-24	cost of similar projects is not less than Rs. 25.50 Core (Rs	kind of projects such that the sum total of the project cost of
		Twenty Five Crore and fifty lakhs only) (the Threshold	similar projects is not less than Rs. 25.50 Core (Rs. Twenty
		Technical Capacity").Provided that the project cost of the	Five Crore and fifty lakhs only) (the Threshold Technical

Sr.No	RFP Document Ref	Existing Clause	Amendment/Corrigendum
	Clause No		
		similar project for which experience is claimed should be more than 10% of the amount specified as the Estimated Project Cost. For the purposes of this RFP "Similar Project" shall mean, experience in development of Residential/Commercial Complexes/Amusement Parks/Convention centers/ Exhibition centers/Tourism infrastructure/ hospitality projects.	Capacity").Provided that the project cost of the similar project for which experience is claimed should be more than 10% of the amount specified as the Estimated Project Cost. For the purposes of this RFP "Similar Project" shall mean, experience in development of Residential/Commercial Complexes/Amusement Parks/Convention centers/ Exhibition centers/Tourism infrastructure/ hospitality projects.
		(B.) Financial Capacity: For demonstrating financial capacity (the "Financial Capacity"), the Bidder (in case of consortium all the consortium members)shall have: (i) Net-worth of Rs. 1.91 Cr (Rupees One Crore & Ninety one lakh only)) at the close of the preceding financial year2.	(B.) Financial Capacity: For demonstrating financial capacity (the "Financial Capacity"), the Bidder (in case of consortium all the consortium members)shall have: (i) Net-worth of Rs. 1.91 Cr (Rupees One Crore & Ninety one lakh only)) at the close of the preceding financial year2.
		(ii) Positive Net Cash Accruals in the last two financial years. Average annual turnover should be Rs. 19.12 cr. (Rs. Nineteen Crore Twelve lakh only) In last 5 years ending 2018-19.	(ii) Positive Net Cash Accruals in the last two financial years. Average annual turnover should be Rs. 19.12 cr. (Rs. Nineteen Crore Twelve lakh only) In last 5 years ending 2018-19.
		In case of a Consortium, the Lead Member satisfy at least 60% requirement of Technical capability and Financial Capacity. Other Members of the Consortium shall meet at least 30% requirement of Technical capability and Financial Capacity.	In case of a Consortium, all the Members of the Consortium shall collectively satisfy the Technical capability and Financial Capacity.
3.	Volume-I: Information and	I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs(Rupees in words only) with an increase of 5% year	To be read as: I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs(Rupeesin
	Instructions to Bidders: Appendix IB:	on year till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents	words only) with an increase of 5% every three years till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents
	Letter comprising	and the Concession Agreement.	and the Concession Agreement.

Sr.No	RFP	Existing Clause	Amendment/Corrigendum
	Document Ref		
	Clause No		
	the financial		
	Bid, point 7,		
	page no- 52		
4.	Volume II:	In the event of any Dispute between the Parties, either Party	To be read as:
	Concession	may call upon the Engineer to mediate and assist the Parties	The clause shall be read as:
	Agreement,	in arriving at an amicable settlement thereof. Failing	In the event of any Dispute between the Parties, either Party
	Article 35.2,	mediation by the Engineer or without the intervention of the	may call upon the Engineer to mediate and assist the Parties
	Dispute	Engineer, either Party may require such Dispute to be	in arriving at an amicable settlement thereof. Failing
	Resolution-	referred to the [Chairman] of the Authority and the	mediation by the Engineer or without the intervention of the
	Conciliation,	Chairman/Director of the Concessionaire for amicable	Engineer, either Party may require such Dispute to be
	Page 103	settlement, and upon such reference, the said persons shall	referred to the [Chairman] of the Authority and the Chairman
		meet no later than 7 (seven) days from the date of reference	or the deputed officer/Director of the Concessionaire for
		to discuss and attempt to amicably resolve the Dispute. If	amicable settlement, and upon such reference, the said
		such meeting does not take place within the 7 (seven) days	persons shall meet no later than 7 (seven) days from the date
		period or the Dispute is not amicably settled within 15	of reference to discuss and attempt to amicably resolve the
		(fifteen) days of the meeting or the Dispute is not resolved	Dispute. If such meeting does not take place within the 7
		as evidenced by the signing of written terms of settlement	(seven) days period or the Dispute is not amicably settled
		within 30 (thirty) days of the notice in writing referred to in	within 15 (fifteen) days of the meeting or the Dispute is not
		Clause 35.1.1 or such longer period as may be mutually	resolved as evidenced by the signing of written terms of
		agreed by the Parties, either Party may refer the Dispute to	settlement within 30 (thirty) days of the notice in writing
		arbitration in accordance with the provisions of Clause 35.3.	referred to in Clause 35.1.1 or such longer period as may be
			mutually agreed by the Parties, either Party may refer the
			Dispute to arbitration in accordance with the provisions of
			Clause 35.3.



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Corrigendum 7 for Changes in existing clauses

Further to the Tender Notice No. MTDC/E-Tender/2018-19/L &E/226 (Online) published in the News Paper and Website (www.maharashtratourism.gov.in / www.mahatenders.gov.in) for the various work, Date. 11/03/2019 corrigendum 7 is issued for Changes in existing clauses for the following works.

Sr. No.	Name of Work
01	Development and Operation Maintenance of Submarine Tourism at Vengurla Dist
	Sindhudurg Maharashtra on Design Build Procure Operate and Transfer DBOT Basis

All other terms and conditions remain unchanged. Please note that this corrigendum shall form the part of contract agreement.

Corrigendum for the RFP of Development and Operation/Maintenance of Submarine Tourism at Vengurla, Dist. Sindhudurg, Maharashtra on Design, Build/Procure, Operate (DBO) Basis

Sr.No	RFP Document	Existing Clause	Amendment/Corrigendum
	Ref Clause No		
1.	Volume-I:	18. Annual Concession Fee	To be read as:
	Information	It is the yearly annual concession fee to be quoted by the	18. Annual Concession Fee
	and	Preferred Bidder / Concessionaire to the Authority in	It is the yearly annual concession fee to be quoted by the
	Instructions to	respect of the Concession offered by the Authority to the	Preferred Bidder / Concessionaire to the Authority in
	Bidders:	Concessionaire in terms of this RFQ cum RFP and	respect of the Concession offered by the Authority to the
	Clause 1.1.1,	Concession Agreement. The amount quoted by the	Concessionaire in terms of this RFQ cum RFP and
	Point 18,	Bidder and accepted by the Authority, shall be escalated by	Concession Agreement. The amount quoted by the
		5% (Five percent every years) on compounding basis	Bidder and accepted by the Authority, shall be escalated by
	Page No-9	annually for entire Concession Period of 30 years starting	5% (Five percent every three years) on compounding basis
		from Commercial Operation Date as defined in the Draft	annually for entire Concession Period of 30 years starting
		Concession Agreement. The Annual Premium shall be paid	from Commercial Operation Date as defined in the Draft
		in advance every year. In addition, Taxes as applicable shall	Concession Agreement. The Annual Premium shall be paid in
		also be payable by the Preferred Bidder/Concessionaire.	advance every year. In addition, Taxes as applicable shall
			also be payable by the Preferred Bidder/Concessionaire.
2.	Volume-I:	25. Responsibilities of Authorities	To be read as:
	Information	Provide capital funds of Rs. 56.30 Crore to the successful	25. Responsibilities of Authorities
	and	bidder after signing of concession agreement against bank	Provide capital funds of Rs. 56.30 Crore to the successful
	Instructions to	guarantee of similar amount as per format placed in Draft	bidder after signing of concession agreement against bank
	Bidders:	Concession Agreement) from Nationalized/Scheduled Bank	guarantee of similar amount as per format placed in Draft
		having a branch at Mumbai, Maharashtra after signing of	Concession Agreement) from Nationalized/Scheduled Bank
	Clause 1.1.1	concession agreement with validity of 20 months. The	having a branch at Mumbai, Maharashtra after signing of
	Point 25,	Successful bidder shall withdraw the bank guarantee after	concession agreement with validity of 24 months. The
		successful completion all component of the work and	Successful bidder shall withdraw the bank guarantee after
	Page No-10	commencement of commercial operation of submarine	successful completion all component of the work and
		tourism.	commencement of commercial operation of submarine
			tourism.
3.	Volume-I:	Threshold Technical Capacity: The Bidder shall, over the	To be read as:
	Information	past 10 (ten) financial years preceding the Bid Due Date,	Threshold Technical Capacity: The Bidder shall, over the past
	and	have received payments for Development means	10 (ten) financial years preceding the Bid Due Date, have

Sr.No	RFP Document	Existing Clause	Amendment/Corrigendum
	Ref Clause No		
	Instructions to	Conceptualize, design, operate submarine tourism including	received payments for Development means Conceptualize,
	Bidders:	manufacturing of recreational submarines.	design, operate submarine tourism including manufacturing
	Clause 2.3.1,	b) Eligible Project(s),	of recreational submarines.
	Page No-18	Category 1: Minimum experience of 5 years in operation	b) Eligible Project(s),
		and/or maintenance of recreational	Category 1: Minimum experience of 5 years in operation
		submarines	and/or maintenance of recreational
		and	submarines
		Category 2: Must have constructed at least 1 recreational	and
		submarine in last 10 years	Category 2: Must have constructed at least 1 recreational
		and	submarine in last 10 years
		Category 3: Experience in Architectural work of designing of	and
		Tourism Facilities of not let less than	Category 3: Experience in Architectural work of designing of
		3 Crore.	Tourism Facilities of not let less than
		Financial Eligibility Criteria:	3 Crore.
		i. Annual Turnover: The Bidder shall have minimum Annual	Financial Eligibility Criteria:
		turnover of Rs. 50 Crores during last 5 years.	i. Annual Turnover: The Bidder shall have minimum Annual
		ii. Net Worth: The Bidder shall have minimum Net Worth of	turnover of Rs. 50 Crores during last 5 years.
		at least 5.00 Crores at the close of audited financial year	ii. Net Worth: The Bidder shall have minimum Net Worth of
		immediately preceding the Bid Due Date.	at least 5.00 Crores at the close of audited financial year
		In case of bid by consortium	immediately preceding the Bid Due Date.
		4. The lead member shall meet at least 50% of the Financial	In case of a Consortium, all the Members of the Consortium
		Eligibility Criteria	shall collectively satisfy the Technical capability and
		5. The other member shall meet at least 50% of the	Financial Capacity.
		Technical Eligibility Criteria.	
4.	Volume-I:	The Concessionaire shall, effective from the Commercial	To be read as:
	Information	Operations Date and during the Concession Period pay	The Concessionaire shall, effective from the Commercial
	and	Annual Premium in advance to MTDC in the manner as	Operations Date and during the Concession Period pay
	Instructions to	described under clause 1.1.1. The Annual Premium as	Annual Premium in advance to MTDC in the manner as
	Bidders:	quoted by the Bidder shall be escalated by 15%	described under clause 1.1.1. The Annual Premium as
	Clause 2.5.2,	(fifteen percent) every three years on compounding basis	quoted by the Bidder shall be escalated by 5% (five percent)
	Page No-23	and shall be payable for entire Concession Period of 31	every three years on compounding basis and shall be
			payable for entire Concession Period of 31 years and 6

Sr.No	RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
		years and 6 months starting from Commercial Operation Date as defined in the Draft Concession Agreement.	months starting from Commercial Operation Date as defined in the Draft Concession Agreement.
5.	Volume-I: Information and Instructions to Bidders: Appendix IB: Letter comprising the financial Bid, point 7, page no- 89	I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs(Rupeesin words only) with an increase of 5% year on year till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.	To be read as: I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs(Rupeesin words only) with an increase of 5% every three years till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.
6.	Volume II: Concession Agreement, Article 35.2, Dispute Resolution- Conciliation, Page 100	In the event of any Dispute between the Parties, either Party may call upon the Engineer to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Engineer or without the intervention of the Engineer, either Party may require such Dispute to be referred to the [Chairman] of the Authority and the Chairman/Director of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 35.1.1 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 35.3.	To be read as: The clause shall be read as: In the event of any Dispute between the Parties, either Party may call upon the Engineer to mediate and assist the Parties in arriving at an amicable settlement thereof. Failing mediation by the Engineer or without the intervention of the Engineer, either Party may require such Dispute to be referred to the [Chairman] of the Authority and the Chairman or the deputed officer/Director of the Concessionaire for amicable settlement, and upon such reference, the said persons shall meet no later than 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 7 (seven) days period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 35.1.1 or such longer period as may be mutually agreed by the Parties,

Sr.No	RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
			either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 35.3.



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Corrigendum 7 for Changes in existing clauses

Further to the Tender Notice No. MTDC/E-Tender/2018-19/L &E/226 (Online) published in the News Paper and Website (www.maharashtratourism.gov.in / www.mahatenders.gov.in) for the various work, Date. 11/03/2019 corrigendum 7 is issued for Changes in existing clauses for the following works.

Sr. No.	Name of Work
01	Request for Proposal For Selection of Agency to Conceptualize Design Develop
	Execute Manage and Operationalize Wellness Hubs in Nashik and Konkan Region on
	PPP model

All other terms and conditions remain unchanged. Please note that this corrigendum shall form the part of contract agreement.

Corrigendum for the EOI on Selection of Agency to Conceptualize, Design, Develop, Execute, Manage & Operationalize Wellness Hubs in Nashik and Konkan Region on PPP model

Sr.No	EOI	Existing Clause	Amendment/Corrigendum
	Document Ref		
	Clause No		
1.	1.1 Bidding	EOI document fee to be paid via Online Payment Gateway	EOI document fee to be paid via Online Payment Gateway
	Schedule,	mode only: Rs 25,00,000/- (Rupees Twenty Five Lacs)	mode only: Rs 25,000/- (Rupees Twenty Five Thousand
	Page No 3		only)
2.	Qualifying	The Developer/Group company/LLP/JV must have	The Developer/Group company/LLP/JV must have
	Criteria for	experience/ in wellness activities or any PPP projects /	experience/ in wellness activities or any PPP projects /
	Bidders	contracts and having net worth of above INR. 50 (INR Fifty	contracts and having net worth of above INR. 10 (INR Ten
	(Sl. No- 1),	Crores Only) as per its last Financial Year audited balance	Crores Only) as per its last Financial Year audited balance
	Page No 13	sheets.	sheets.
3.	Qualifying	The bidder/group company/JV shall provide PAN, Service	The bidder/group company/JV shall provide PAN, Service
	Criteria for	Tax Number, GST number, etc.	Tax Number, GST number, etc.
	Bidders		
	(Sl. No- 7),		
	Page No 13		



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Corrigendum 7 for Changes in existing clauses

Further to the Tender Notice No. MTDC/E-Tender/2018-19/L &E/226 (Online) published in the News Paper and Website (www.maharashtratourism.gov.in / www.mahatenders.gov.in) for the various work, Date. 11/03/2019 corrigendum 7 is issued for Changes in existing clauses for the following works.

Sr. No.	Name of Work
01	Development and Operation Maintenance of Kalagram at Govardhan Brahmanvade Tal Nashik Dist Nashik Maharashtra on Design Build Finance Operate and Transfer DBFOT Basis

All other terms and conditions remain unchanged. Please note that this corrigendum shall form the part of contract agreement.

Corrigendum for the RFP of Development and Operation/Maintenance of Kalagram at Govardhan ,Brahmanvade, Tal. Nashik, Dist. Nashik, Maharashtra on Design, Build, Finance, Operate and Transfer (DBFOT) Basis

Sr.No	RFP	Existing Clause	Amendment/Corrigendum
	Document Ref		
	Clause No		
1.	Volume-I:	Bids are invited for the Project on the basis of the highest	To be read as:
	Information	annual concession fee (the "Annual Concession Fee")	Bids are invited for the Project on the basis of the highest
	and	offered by a Bidder above bid reserve price of Rs. 142.75	annual concession fee (the "Annual Concession Fee") offered
	Instructions to	Lakh (Rupees One Hundered Forty Two Lakh & Seventy	by a Bidder above bid reserve price of Rs. 142.75 Lakh
	Bidders:	Five thousand only) for undertaking the Project. The	(Rupees One Hundered Forty Two Lakh & Seventy Five
	Clause 1.2.6 ,	concession period is pre-determined, as indicated in the	thousand only) for undertaking the Project. The concession
	Page No-12	Draft Concession Agreement. However the Authority/ GoM	period is pre-determined, as indicated in the Draft Concession
		reserves right to extend the Concession Period as indicated	Agreement. However the Authority/ GoM reserves right to
		in the Draft Concession Agreement. The Annual Concession	extend the Concession Period as indicated in the Draft
		Fee shall be payable by the Selected Bidder from 1 st year of	Concession Agreement. The Annual Concession Fee shall be
		operation till the end of concession period. The first	payable by the Selected Bidder from 1 st year of operation till
		payment of such Annual Concession Fee shall be on the	the end of concession period. The first payment of such
		commercial operation date. Thereafter, the Annual	Annual Concession Fee shall be on the commercial operation
		Concession Fee shall increase by 5% (five percent) per year	date. Thereafter, the Annual Concession Fee shall increase by
		and payment shall be due and payable by the Concessionaire	5% (five percent) every three years and payment shall be
		to the Authority every year on the anniversary of the	due and payable by the Concessionaire to the Authority every
		commercial operation date. The Annual Concession Fee	year on the anniversary of the commercial operation date.
		shall constitute the sole criteria for evaluation of Bids	The Annual Concession Fee shall constitute the sole criteria
		subject to Clause 2.18; the Project will be awarded to the	for evaluation of Bids subject to Clause 2.18; the Project will
		Bidder quoting the highest Annual Concession Fee above	be awarded to the Bidder quoting the highest Annual
		bid reserve price.	Concession Fee above bid reserve price.
2.	Volume-I:	To be eligible for this RFP, a Bidder shall fulfill the	To be read as:
	Information	following conditions of eligibility:	To be eligible for this RFP, a Bidder shall fulfill the
	and	(A.) Technical Capacity: For demonstrating technical	following conditions of eligibility:
	Instructions to	capacity and experience (the "Technical Capacity"), the	(A.) Technical Capacity: For demonstrating technical
	Bidders:	Bidder shall, over the past 10 (ten) financial years preceding	capacity and experience (the "Technical Capacity"), the
	Clause 2.2.2,	the Bid Due Date, have experience in development of	Bidder shall, over the past 10 (ten) financial years preceding
	Page No-23 &	similar kind of projects such that the sum total of the project	the Bid Due Date, have experience in development of similar
	Page No-24	cost of similar projects is not less than Rs. 13.50 crore (Rs.	kind of projects such that the sum total of the project cost of
		Thirteen crore and Fifty lakhs only) (the Threshold	similar projects is not less than Rs. 13.50 crore (Rs. Thirteen crore and Fifty lakhs only) (the Threshold Technical
		1	

Sr.No	RFP Document Ref	Existing Clause	Amendment/Corrigendum
	Clause No	Technical Capacity").Provided that the project cost of the similar project for which experience is claimed should be more than 10% of the amount specified as the Estimated Project Cost. For the purposes of this RFP "Similar Project" shall mean, experience in development of Residential/Commercial Complexes/Amusement Parks/Convention centers/ Exhibition centers/Tourism infrastructure/ hospitality projects. (B.) Financial Capacity: For demonstrating financial capacity (the "Financial Capacity"), the Bidder (in case of consortium all the consortium members)shall have: (i) Net-worth of Rs. 101.30 lakh (Rupees One Hundred one lakh Thirty Thousand only) at the close of the preceding financial year². (ii) Average annual turnover should be Rs. 1013.00 lakh. (Rs. One Thousand Thirteen lakh only) In last 5 years ending 2018-19. In case of a Consortium, the Lead Member satisfy at least 60% requirement of Technical capability and Financial Capacity. Other Members of the Consortium shall meet at least 30% requirement of Technical capability and Financial Capacity.	Capacity").Provided that the project cost of the similar project for which experience is claimed should be more than 10% of the amount specified as the Estimated Project Cost. For the purposes of this RFP "Similar Project" shall mean, experience in development of Residential/Commercial Complexes/Amusement Parks/Convention centers/ Exhibition centers/Tourism infrastructure/ hospitality projects. (B.) Financial Capacity: For demonstrating financial capacity (the "Financial Capacity"), the Bidder (in case of consortium all the consortium members) shall have: (i) Net-worth of Rs. 101.30 lakh (Rupees One Hundred one lakh Thirty Thousand only) at the close of the preceding financial year². (ii) Average annual turnover should be Rs. 1013.00 lakh. (Rs. One Thousand Thirteen lakh only) In last 5 years ending 2018-19. In case of a Consortium, all the Members of the Consortium shall collectively satisfy the Technical capability and Financial Capacity.
3.	Volume-I:	I/ We hereby submit our Bid consisting of Annual	To be read as:
	Information	Concession Fee of Rs(Rupees	I/ We hereby submit our Bid consisting of Annual
	and	in words only) with an increase of 5% year	Concession Fee of Rs(Rupeesin
	Instructions to Bidders:	on year till the expiry of the Concession Agreement for undertaking the	words only) with an increase of 5% every three years till the expiry of the Concession Agreement for undertaking the
	Appendix IB:	aforesaid Project in accordance with the Bidding Documents	aforesaid Project in accordance with the Bidding Documents
	Letter	and the Concession Agreement.	and the Concession Agreement.
	comprising		

Sr.No	RFP	Existing Clause	Amendment/Corrigendum
	Document Ref		
	Clause No		
	the financial		
	Bid, point 7,		
	Page No 54		
4.	Volume II:	In the event of any Dispute between the Parties, either Party	To be read as:
	Concession	may call upon the Engineer to mediate and assist the Parties	The clause shall be read as:
	Agreement,	in arriving at an amicable settlement thereof. Failing	In the event of any Dispute between the Parties, either Party
	Dispute	mediation by the Engineer or without the intervention of the	may call upon the Engineer to mediate and assist the Parties
	Resolution	Engineer, either Party may require such Dispute to be	in arriving at an amicable settlement thereof. Failing
	Article 35.2,	referred to the [Chairman] of the Authority and the	mediation by the Engineer or without the intervention of the
	Page 100	Chairman/Director of the Concessionaire for amicable	Engineer, either Party may require such Dispute to be
		settlement, and upon such reference, the said persons shall	referred to the [Chairman] of the Authority and the Chairman
		meet no later than 7 (seven) days from the date of reference	or the deputed officer/Director of the Concessionaire for
		to discuss and attempt to amicably resolve the Dispute. If	amicable settlement, and upon such reference, the said
		such meeting does not take place within the 7 (seven) days	persons shall meet no later than 7 (seven) days from the date
		period or the Dispute is not amicably settled within 15	of reference to discuss and attempt to amicably resolve the
		(fifteen) days of the meeting or the Dispute is not resolved	Dispute. If such meeting does not take place within the 7
		as evidenced by the signing of written terms of settlement	(seven) days period or the Dispute is not amicably settled
		within 30 (thirty) days of the notice in writing referred to in	within 15 (fifteen) days of the meeting or the Dispute is not
		Clause 35.1.1 or such longer period as may be mutually	resolved as evidenced by the signing of written terms of
		agreed by the Parties, either Party may refer the Dispute to	settlement within 30 (thirty) days of the notice in writing
		arbitration in accordance with the provisions of Clause 35.3.	referred to in Clause 35.1.1 or such longer period as may be
			mutually agreed by the Parties, either Party may refer the
			Dispute to arbitration in accordance with the provisions of
			Clause 35.3.