



**Maharashtra Tourism Development Corporation Ltd.,**  
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](http://www.maharashtratourism.gov.in) / [www.mahatenders.gov.in](http://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.

<b>Sr. No.</b>	<b>Name of Work</b>
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.**

Sd/-  
M.T.D.C. Ltd., Mumbai.

**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 Document Ref Clause No	Existing Clause	Amendment/Corrigendum
1.	<b>Volume-I: Information and Instructions to Bidders: Clause 1.2.6 , Page No-11 &amp; Page No-12</b>	Bids are invited for the Project on the basis of the highest annual concession fee (the "Annual Concession Fee") offered by a Bidder above bid reserve price of Rs. 80.00 Lakh (Rupees Eighty lakh only) for undertaking the Project. The concession period is pre-determined, as indicated in the Draft Concession Agreement. However the Authority/ GoM reserves right to extend the Concession Period as indicated in the Draft Concession Agreement. The Annual Concession Fee shall be payable by the Selected Bidder from 1 <sup>st</sup> year of operation till the end of concession period. The first payment of such Annual Concession Fee shall be on the commercial operation date. Thereafter, the Annual Concession Fee shall increase by 5% (five percent) per year and payment shall be due and payable by the Concessionaire to the Authority every year on the anniversary of the commercial operation date. The Annual Concession Fee shall constitute the sole criteria for evaluation of Bids subject to Clause 2.18; the Project will be awarded to the Bidder quoting the highest Annual Concession Fee above bid reserve price.	To be read as: Bids are invited for the Project on the basis of the highest annual concession fee (the "Annual Concession Fee") offered by a Bidder above bid reserve price of Rs. 80.00 Lakh (Rupees Eighty lakh only) for undertaking the Project. The concession period is pre-determined, as indicated in the Draft Concession Agreement. However the Authority/ GoM reserves right to extend the Concession Period as indicated in the Draft Concession Agreement. The Annual Concession Fee shall be payable by the Selected Bidder from 1 <sup>st</sup> year of operation till the end of concession period. The first payment of such Annual Concession Fee shall be on the commercial operation date. Thereafter, the Annual Concession Fee shall increase by 5% (five percent) <b>every three years</b> and payment shall be due and payable by the Concessionaire to the Authority every year on the anniversary of the commercial operation date. The Annual Concession Fee shall constitute the sole criteria for evaluation of Bids subject to Clause 2.18; the Project will be awarded to the Bidder quoting the highest Annual Concession Fee above bid reserve price.
2.	<b>Volume-I: Information and Instructions to Bidders: Clause 2.2.2, Page No-22 &amp; Page No-23</b>	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. 5.00 crore (Rs. Five crore only) (the Threshold Technical Capacity").Provided that the project cost of the similar project for which experience is claimed should	<b>To be read as:</b> 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. 5.00 crore (Rs. Five crore only) (the Threshold Technical Capacity").Provided that the project cost of the similar project for which experience is

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		<p>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.</p> <p>(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 year<sup>2</sup>. (ii) Average annual turnover should be Rs. 3.75 cr. ( Rs. Three Crore Seventy Five lakh only) In last 5 years ending 2018-19.</p> <p><b><i>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.</i></b></p>	<p>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.</p> <p>(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 year<sup>2</sup>. (ii) Average annual turnover should be Rs. 3.75 cr. ( Rs. Three Crore Seventy Five lakh only) In last 5 years ending 2018-19.</p> <p><b><i>In case of a Consortium, all the Members of the Consortium shall collectively satisfy the Technical capability and Financial Capacity.</i></b></p>
3.	<p><b>Volume-I: Information and Instructions to Bidders: Appendix IB: Letter comprising the financial Bid , point 7 , Page No 51</b></p>	<p>I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs. _____(Rupees _____in 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.</p>	<p><b>To be read as:</b> I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs. _____(Rupees _____in words only) with an increase of 5% <b>every three years</b> till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.</p>

Sr.No	RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
4.	<b>Volume II: Concession Agreement, Dispute Resolution Article 35.2, Page 102</b>	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.	<b>To be read as:</b> 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 <b>or the deputed officer</b> /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.



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<b>Sr. No.</b>	<b>Name of Work</b>
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.**

Sd/-  
M.T.D.C. Ltd., Mumbai.

**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 Document Ref Clause No	Existing Clause	Amendment/Corrigendum
1.	<b>Volume-I: Information and Instructions to Bidders: Clause 1.2.6 , Page No-11 &amp; Page No-12</b>	Bids are invited for the Project on the basis of the highest annual concession fee (the "Annual Concession Fee") offered by a Bidder above bid reserve price of Rs. 36.42 Lakh (Rupees Thirty Six lakh forty Two thousand only) for undertaking the Project. The concession period is pre-determined, as indicated in the Draft Concession Agreement. However the Authority/ GoM reserves right to extend the Concession Period as indicated in the Draft Concession Agreement. The Annual Concession Fee shall be payable by the Selected Bidder from 1 <sup>st</sup> year of operation till the end of concession period. The first payment of such Annual Concession Fee shall be on the commercial operation date. Thereafter, the Annual Concession Fee shall increase by 5% (five percent) per year and payment shall be due and payable by the Concessionaire to the Authority every year on the anniversary of the commercial operation date. The Annual Concession Fee shall constitute the sole criteria for evaluation of Bids subject to Clause 2.18; the Project will be awarded to the Bidder quoting the highest Annual Concession Fee above bid reserve price.	To be read as: Bids are invited for the Project on the basis of the highest annual concession fee (the "Annual Concession Fee") offered by a Bidder above bid reserve price of Rs. 36.42 Lakh (Rupees Thirty Six lakh forty Two thousand only) for undertaking the Project. The concession period is pre-determined, as indicated in the Draft Concession Agreement. However the Authority/ GoM reserves right to extend the Concession Period as indicated in the Draft Concession Agreement. The Annual Concession Fee shall be payable by the Selected Bidder from 1 <sup>st</sup> year of operation till the end of concession period. The first payment of such Annual Concession Fee shall be on the commercial operation date. Thereafter, the Annual Concession Fee shall increase by 5% (five percent) <b>every three years</b> and payment shall be due and payable by the Concessionaire to the Authority every year on the anniversary of the commercial operation date. The Annual Concession Fee shall constitute the sole criteria for evaluation of Bids subject to Clause 2.18; the Project will be awarded to the Bidder quoting the highest Annual Concession Fee above bid reserve price.
2.	<b>Volume-I: Information and Instructions to Bidders: Clause 2.2.2, Page No-22 &amp; Page No-23</b>	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. 12.20 crore (Rs. Twelve crore and Twenty lakhs only) (the Threshold	<b>To be read as:</b> 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. 12.20 crore (Rs. Twelve crore and

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		<p>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.</p> <p>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.</p> <p>(B.) Financial Capacity: For demonstrating financial capacity (the “Financial Capacity”), the Bidder (in case of consortium all the consortium members)shall have:</p> <p>(i) Net-worth of Rs. 91.5 Lakh (Rupees Ninety one Lakh and Fifty Thousand only) at the close of the preceding financial year<sup>2</sup>.</p> <p>(ii) Average annual turnover should be Rs. Rs. 9.15 cr. ( Rs. Nine Crore Fifteen lakh only) In last 5 years ending 2018-19.</p> <p><b><i>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.</i></b></p>	<p>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.</p> <p>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.</p> <p>(B.) Financial Capacity: For demonstrating financial capacity (the “Financial Capacity”), the Bidder (in case of consortium all the consortium members)shall have:</p> <p>(i) Net-worth of Rs. 91.5 Lakh (Rupees Ninety one Lakh and Fifty Thousand only) at the close of the preceding financial year<sup>2</sup>.</p> <p>(ii) Average annual turnover should be Rs. Rs. 9.15 cr. ( Rs. Nine Crore Fifteen lakh only) In last 5 years ending 2018-19</p> <p><b><i>In case of a Consortium, all the Members of the Consortium shall collectively satisfy the Technical capability and Financial Capacity.</i></b></p>
3.	<b>Volume-I: Information and Instructions to Bidders: Appendix IB: Letter comprising</b>	I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs. _____(Rupees _____in 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.	<b>To be read as:</b> I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs. _____(Rupees _____in words only) with an increase of 5% <b>every three years</b> 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
	the financial Bid , point 7 , Page No 52		
4.	<b>Volume II: Concession Agreement, Dispute Resolution Article 35.2, Page 104</b>	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.	<b>To be read as:</b> 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 <b>Chairman or the deputed officer</b> /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.





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<b>Sr. No.</b>	<b>Name of Work</b>
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.**

Sd/-  
M.T.D.C. Ltd., Mumbai.

**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 Document Ref Clause No	Existing Clause	Amendment/Corrigendum
1.	<b>Volume-I: Information and Instructions to Bidders: Clause 1.2.6 , Page No-11 &amp; Page No-12</b>	Bids are invited for the Project on the basis of the highest annual concession fee (the "Annual Concession Fee") offered by a Bidder above bid reserve price of Rs. 964.56 Lakh (Nine hundred sixty four lakh fifty six thousand only ) for undertaking the Project. The concession period is pre-determined, as indicated in the Draft Concession Agreement. However the Authority/ GoM reserves right to extend the Concession Period as indicated in the Draft Concession Agreement. The Annual Concession Fee shall be payable by the Selected Bidder from 1 <sup>st</sup> year of operation till the end of concession period. The first payment of such Annual Concession Fee shall be on the commercial operation date. Thereafter, the Annual Concession Fee shall increase by 5% (five percent) per year and payment shall be due and payable by the Concessionaire to the Authority every year on the anniversary of the commercial operation date. The Annual Concession Fee shall constitute the sole criteria for evaluation of Bids subject to Clause 2.18; the Project will be awarded to the Bidder quoting the highest Annual Concession Fee above bid reserve price.	To be read as: Bids are invited for the Project on the basis of the highest annual concession fee (the "Annual Concession Fee") offered by a Bidder above bid reserve price of Rs. 964.56 Lakh (Nine hundred sixty four lakh fifty six thousand only ) for undertaking the Project. The concession period is pre-determined, as indicated in the Draft Concession Agreement. However the Authority/ GoM reserves right to extend the Concession Period as indicated in the Draft Concession Agreement. The Annual Concession Fee shall be payable by the Selected Bidder from 1 <sup>st</sup> year of operation till the end of concession period. The first payment of such Annual Concession Fee shall be on the commercial operation date. Thereafter, the Annual Concession Fee shall increase by 5% (five percent) <b>every three years</b> and payment shall be due and payable by the Concessionaire to the Authority every year on the anniversary of the commercial operation date. The Annual Concession Fee shall constitute the sole criteria for evaluation of Bids subject to Clause 2.18; the Project will be awarded to the Bidder quoting the highest Annual Concession Fee above bid reserve price.
2.	<b>Volume-I: Information and Instructions to Bidders: Clause 2.2.2, Page No-22</b>	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. 13.51 crore (Rs.	<b>To be read as:</b> 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

Sr.No	RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
		<p>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.</p> <p>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.</p> <p>(B.) Financial Capacity: For demonstrating financial capacity (the “Financial Capacity”), the Bidder (in case of consortium all the consortium members)shall have:</p> <p>(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.</p> <p>(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.</p> <p><b><i>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.</i></b></p>	<p>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.</p> <p>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.</p> <p>(B.) Financial Capacity: For demonstrating financial capacity (the “Financial Capacity”), the Bidder (in case of consortium all the consortium members)shall have:</p> <p>(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.</p> <p>(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.</p> <p><b><i>In case of a Consortium, all the Members of the Consortium shall collectively satisfy the Technical capability and Financial Capacity.</i></b></p>
3.	<b>Volume-I: Information and Instructions to Bidders: Appendix IB: Letter</b>	I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs. _____(Rupees _____in 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.	<b>To be read as:</b> I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs. _____(Rupees _____in words only) with an increase of 5% <b>every three years</b> 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
	comprising the financial Bid , point 7 , Page No 51		
4.	<b>Volume II: Concession Agreement, Dispute Resolution Article 35.2, Page 103</b>	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.	<b>To be read as:</b> 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 <b>Chairman or the deputed officer</b> /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.



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<b>Sr. No.</b>	<b>Name of Work</b>
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.**

Sd/-  
M.T.D.C. Ltd., Mumbai.

**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 Ref Clause No	Existing Clause	Amendment/Corrigendum
1.	<b>Volume-I: Information and Instructions to Bidders: Clause 1.2.6 , Page No-12 &amp; Page No-13</b>	Bids are invited for the Project on the basis of the highest annual concession fee (the "Annual Concession Fee") offered by a Bidder above bid reserve price of Rs. 20.24 Lakh (Rs. Twenty lakh Twenty four thousands only) for undertaking the Project. The concession period is pre-determined, as indicated in the Draft Concession Agreement. However the Authority/ GoM reserves right to extend the Concession Period as indicated in the Draft Concession Agreement. The Annual Concession Fee shall be payable by the Selected Bidder from 1 <sup>st</sup> year of operation till the end of concession period. The first payment of such Annual Concession Fee shall be on the commercial operation date. Thereafter, the Annual Concession Fee shall increase by 5% (five percent) per year and payment shall be due and payable by the Concessionaire to the Authority every year on the anniversary of the commercial operation date. The Annual Concession Fee shall constitute the sole criteria for evaluation of Bids subject to Clause 2.18; the Project will be awarded to the Bidder quoting the highest Annual Concession Fee above bid reserve price.	To be read as: Bids are invited for the Project on the basis of the highest annual concession fee (the "Annual Concession Fee") offered by a Bidder above bid reserve price of Rs. 20.24 Lakh (Rupees Twenty lakh Twenty four thousands only) for undertaking the Project. The concession period is pre-determined, as indicated in the Draft Concession Agreement. However the Authority/ GoM reserves right to extend the Concession Period as indicated in the Draft Concession Agreement. The Annual Concession Fee shall be payable by the Selected Bidder from 1 <sup>st</sup> year of operation till the end of concession period. The first payment of such Annual Concession Fee shall be on the commercial operation date. Thereafter, the Annual Concession Fee shall increase by 5% (five percent) <b>every three years</b> and payment shall be due and payable by the Concessionaire to the Authority every year on the anniversary of the commercial operation date. The Annual Concession Fee shall constitute the sole criteria for evaluation of Bids subject to Clause 2.18; the Project will be awarded to the Bidder quoting the highest Annual Concession Fee above bid reserve price.
2.	<b>Volume-I: Information and Instructions to Bidders: Clause 2.2 , Page No-24</b>	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. 12 crore	<b>To be read as:</b> 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

Sr.No	RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
		<p>(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.</p> <p>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.</p> <p>(B.) Financial Capacity: For demonstrating financial capacity (the “Financial Capacity”), the Bidder (in case of consortium all the consortium members)shall have:</p> <p>(i) Net-worth of Rs. 90 Lakhs (Rupees Ninety Lakhs only) at the close of the preceding financial year2.</p> <p>(ii) Average annual turnover should be Rs.9.00 Cr. (Rs. Nine Crore only) In last 5 years ending 2018-19.</p> <p><b><i>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.</i></b></p>	<p>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.</p> <p>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.</p> <p>(B.) Financial Capacity: For demonstrating financial capacity (the “Financial Capacity”), the Bidder (in case of consortium all the consortium members)shall have:</p> <p>(i) Net-worth of Rs. 90 Lakhs (Rupees Ninety Lakhs only) at the close of the preceding financial year2.</p> <p>(ii) Average annual turnover should be Rs.9.00 Cr. (Rupees. Nine Crore only) In last 5 years ending 2018-19.</p> <p><b><i>In case of a Consortium, all the Members of the Consortium shall collectively satisfy the Technical capability and Financial Capacity.</i></b></p>
3.	<b>Volume-I: Information and Instructions to Bidders: Appendix IB: Letter comprising the</b>	<p>I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs. _____(Rupees _____ in 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.</p>	<p><b>To be read as:</b></p> <p>I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs. _____(Rupees _____ in words only) with an increase of 5% <b>every three years</b> till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.</p>

Sr.No	RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
	financial Bid , point 7, page no- 54		
4.	<b>Volume II: Concession Agreement, Article 35.2, Dispute Resolution- Conciliation, Page 104</b>	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.	<b>To be read as:</b> 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 <b>or the deputed officer</b> /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.





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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](http://www.maharashtratourism.gov.in) / [www.mahatenders.gov.in](http://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.

<b>Sr. No.</b>	<b>Name of Work</b>
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.**

Sd/-  
M.T.D.C. Ltd., Mumbai.

**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 Document Ref Clause No	Existing Clause	Amendment/Corrigendum
1.	<b>Volume-I: Information and Instructions to Bidders: Clause 1.2.6 , Page No-12 &amp; Page No-13</b>	Bids are invited for the Project on the basis of the highest annual concession fee (the "Annual Concession Fee") offered by a Bidder above bid reserve price of Rs. 8.46 Lakh (Rs. Eight lakh forty six thousands only) for undertaking the Project. The concession period is pre-determined, as indicated in the Draft Concession Agreement. However the Authority/ GoM reserves right to extend the Concession Period as indicated in the Draft Concession Agreement. The Annual Concession Fee shall be payable by the Selected Bidder from 1 <sup>st</sup> year of operation till the end of concession period. The first payment of such Annual Concession Fee shall be on the commercial operation date. Thereafter, the Annual Concession Fee shall increase by 5% (five percent) per year and payment shall be due and payable by the Concessionaire to the Authority every year on the anniversary of the commercial operation date. The Annual Concession Fee shall constitute the sole criteria for evaluation of Bids subject to Clause 2.18; the Project will be awarded to the Bidder quoting the highest Annual Concession Fee above bid reserve price.	<b>To be read as:</b> Bids are invited for the Project on the basis of the highest annual concession fee (the "Annual Concession Fee") offered by a Bidder above bid reserve price of Rs. Rs. 8.46 Lakh (Rs. Eight lakh forty six thousands only) for undertaking the Project. The concession period is pre-determined, as indicated in the Draft Concession Agreement. However the Authority/ GoM reserves right to extend the Concession Period as indicated in the Draft Concession Agreement. The Annual Concession Fee shall be payable by the Selected Bidder from 1 <sup>st</sup> year of operation till the end of concession period. The first payment of such Annual Concession Fee shall be on the commercial operation date. Thereafter, the Annual Concession Fee shall increase by 5% (five percent) <b>every three years</b> and payment shall be due and payable by the Concessionaire to the Authority every year on the anniversary of the commercial operation date. The Annual Concession Fee shall constitute the sole criteria for evaluation of Bids subject to Clause 2.18; the Project will be awarded to the Bidder quoting the highest Annual Concession Fee above bid reserve price.
2.	<b>Volume-I: Information and Instructions to Bidders: Clause 2.2.2 , Page No-23 &amp; Page No-24</b>	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. 18.12 crore (Rs. Eighteen Crore and Twelve lakhs only)) (the Threshold Technical Capacity").Provided that the project cost of the	<b>To be read as:</b> 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 Rs. 18.12 crore (Rs. Eighteen Crore and Twelve lakhs only)) (the Threshold Technical

Sr.No	RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
		<p>similar project for which experience is claimed should be more than 10% of the amount specified as the Estimated Project Cost.</p> <p>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.</p> <p>(B.) Financial Capacity: For demonstrating financial capacity (the “Financial Capacity”), the Bidder (in case of consortium all the consortium members) shall have:</p> <p>(i) Net-worth of Rs. 1.35 crore (Rupees One Crores and Thirty five Lakhs only) at the close of the preceding financial year2.</p> <p>(ii) Average annual turnover should be Rs. 13.59 cr. ( Rs. Thirteen Crore fifty nine lakh only) In last 5 years ending 2018-19.</p> <p><b><i>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.</i></b></p>	<p>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.</p> <p>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.</p> <p>(B.) Financial Capacity: For demonstrating financial capacity (the “Financial Capacity”), the Bidder (in case of consortium all the consortium members) shall have:</p> <p>(i) Net-worth of Rs. 1.35 crore (Rupees One Crores and Thirty five Lakhs only) at the close of the preceding financial year2.</p> <p>(ii) Average annual turnover should be Rs. 13.59 cr. (Rupees Thirteen Crore fifty nine lakh only) In last 5 years ending 2018-19.</p> <p><b><i>In case of a Consortium, all the Members of the Consortium shall collectively satisfy the Technical capability and Financial Capacity.</i></b></p>
3.	<p><b>Volume-I: Information and Instructions to Bidders: Appendix IB: Letter comprising the financial</b></p>	<p>I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs. _____(Rupees _____in 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.</p>	<p><b>To be read as:</b></p> <p>I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs. _____(Rupees _____in words only) with an increase of 5% <b>every three years</b> till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.</p>

Sr.No	RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
	<b>Bid , point 7, page no- 52</b>		
4.	<b>Volume II: Concession Agreement, Article 35.2, Dispute Resolution- Conciliation, Page 104</b>	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.	<b>To be read as:</b> 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 <b>or the deputed officer</b> /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.



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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](http://www.maharashtratourism.gov.in) / [www.mahatenders.gov.in](http://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.

<b>Sr. No.</b>	<b>Name of Work</b>
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.**

Sd/-  
M.T.D.C. Ltd., Mumbai.

**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 Document Ref Clause No	Existing Clause	Amendment/Corrigendum
1.	<b>Volume-I: Information and Instructions to Bidders: Clause 1.2.6 , Page No-12 &amp; Page No-13</b>	Bids are invited for the Project on the basis of the highest annual concession fee (the "Annual Concession Fee") offered by a Bidder above bid reserve price of Rs. 92.32 Lakh (Rupees Ninty Two lakh Thirty two thousand only) for undertaking the Project. The concession period is pre-determined, as indicated in the Draft Concession Agreement. However the Authority/ GoM reserves right to extend the Concession Period as indicated in the Draft Concession Agreement. The Annual Concession Fee shall be payable by the Selected Bidder from 1 <sup>st</sup> year of operation till the end of concession period. The first payment of such Annual Concession Fee shall be on the commercial operation date. Thereafter, the Annual Concession Fee shall increase by 5% (five percent) per year and payment shall be due and payable by the Concessionaire to the Authority every year on the anniversary of the commercial operation date. The Annual Concession Fee shall constitute the sole criteria for evaluation of Bids subject to Clause 2.18; the Project will be awarded to the Bidder quoting the highest Annual Concession Fee above bid reserve price.	<b>To be read as:</b> Bids are invited for the Project on the basis of the highest annual concession fee (the "Annual Concession Fee") offered by a Bidder above bid reserve price of Rs. 92.32 Lakh (Rupees Ninty Two lakh Thirty two thousand only) for undertaking the Project. The concession period is pre-determined, as indicated in the Draft Concession Agreement. However the Authority/ GoM reserves right to extend the Concession Period as indicated in the Draft Concession Agreement. The Annual Concession Fee shall be payable by the Selected Bidder from 1 <sup>st</sup> year of operation till the end of concession period. The first payment of such Annual Concession Fee shall be on the commercial operation date. Thereafter, the Annual Concession Fee shall increase by 5% (five percent) <b>every three years</b> and payment shall be due and payable by the Concessionaire to the Authority every year on the anniversary of the commercial operation date. The Annual Concession Fee shall constitute the sole criteria for evaluation of Bids subject to Clause 2.18; the Project will be awarded to the Bidder quoting the highest Annual Concession Fee above bid reserve price.
2.	<b>Volume-I: Information and Instructions to Bidders: Clause 2.2 , Page No-23 &amp; Page No-24</b>	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. 42.05 crore (Rs.	<b>To be read as:</b> 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

Sr.No	RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
		<p>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.</p> <p>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.</p> <p>(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 year<sup>2</sup>.  (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.</p> <p><i>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.</i></p>	<p>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.</p> <p>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.</p> <p>(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 year<sup>2</sup>.  (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.</p> <p><i>In case of a Consortium, all the Members of the Consortium shall collectively satisfy the Technical capability and Financial Capacity.</i></p>
3.	<b>Volume-I: Information and Instructions to Bidders:</b>	I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs. _____(Rupees _____in words only) with an increase of 5% year on year till the	<b>To be read as:</b> I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs. _____(Rupees _____in words only) with an increase of 5% <b>every three years</b> till the expiry of the Concession Agreement for undertaking the

Sr.No	RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
	<b>Appendix IB: Letter comprising the financial Bid , point 7, Page No- 52</b>	expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.	aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.
4.	<b>Volume II: Concession Agreement, Article 35.2, Dispute Resolution- Conciliation, Page No- 104</b>	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.	<b>To be read as:</b> 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 <b>or the deputed officer</b> /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.





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**Corrigendum 7**  
**for**  
**Changes in existing clauses**

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<b>Sr. No.</b>	<b>Name of Work</b>
01	Running and Managing as is where is basis Holiday Resort at Mithbav Dist Sindhudurg for 10 Years

**All other terms and conditions remain unchanged.**

**Please note that this corrigendum shall form the part of contract agreement.**

Sd/-  
M.T.D.C. Ltd., Mumbai.

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

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



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<b>Sr. No.</b>	<b>Name of Work</b>
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.**

Sd/-  
M.T.D.C. Ltd., Mumbai.

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

Sr.No	RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
			<b>However, the Bidder shall submit a certificate from an independent Chartered Accountant for such period considered.</b>
3.	<b>Volume-I: Information and Instructions to Bidders: Clause 2.2.2 , Page No-23 &amp; Page No-24</b>	<p>To be eligible for this RFP, a Bidder shall fulfill the following conditions of eligibility:</p> <p>(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.</p> <p>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.</p> <p>(B.) Financial Capacity: For demonstrating financial capacity (the “Financial Capacity”), the Bidder (in case of consortium all the consortium members)shall have:</p> <p>(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<sup>2</sup>.</p> <p>(ii) Average annual turnover should be Rs. 6225.00Lakhs. ( Rs. Six Thousands Two Hundred ) In last 5 years ending 2018-19.</p>	<p><b>To be read as:</b></p> <p>To be eligible for this RFP, a Bidder shall fulfill the following conditions of eligibility:</p> <p>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.</p> <p>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.</p> <p>(B.) Financial Capacity: For demonstrating financial capacity (the “Financial Capacity”), the Bidder (in case of consortium all the consortium members)shall have:</p> <p>(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<sup>2</sup>.</p> <p>(ii) Average annual turnover should be Rs. 6225.00Lakhs. ( Rs. Six Thousands Two Hundred ) In last 5 years ending 2018-19.</p>

Sr.No	RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
		<i>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.</i>	<i>In case of a Consortium, all the Members of the Consortium shall collectively satisfy the Technical capability and Financial Capacity.</i>
4.	<b>Volume-I: Information and Instructions to Bidders: Appendix IB: Letter comprising the financial Bid , point 7, page no- 54</b>	I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs. _____(Rupees _____in 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.	<b>To be read as:</b> I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs. _____(Rupees _____in words only) with an increase of 5% <b>every three years</b> till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.
5.	<b>Volume II: Concession Agreement, Article 35.2, Dispute Resolution- Conciliation, Page 104</b>	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	<b>To be read as:</b> 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 <b>Chairman or the deputed officer</b> /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

<b>Sr.No</b>	<b>RFP Document Ref Clause No</b>	<b>Existing Clause</b>	<b>Amendment/Corrigendum</b>
		agreed by the Parties, either Party may refer the Dispute to 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.



**Maharashtra Tourism Development Corporation Ltd.,**  
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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<b>Sr. No.</b>	<b>Name of Work</b>
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.**

Sd/-  
M.T.D.C. Ltd., Mumbai.



**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 Document Ref Clause No	Existing Clause	Amendment/Corrigendum
1.	<b>Volume-I: Information and Instructions to Bidders: Clause 1.2.6 , Page No-12 &amp; Page No-13</b>	Bids are invited for the Project on the basis of the highest annual concession fee (the "Annual Concession Fee") offered by a Bidder above bid reserve price of Rs. 28.16 Lakh (rupees Twenty eighty lakha & sixteen thousand) for undertaking the Project. The concession period is pre-determined, as indicated in the Draft Concession Agreement. However the Authority/ GoM reserves right to extend the Concession Period as indicated in the Draft Concession Agreement. The Annual Concession Fee shall be payable by the Selected Bidder from 1 <sup>st</sup> year of operation till the end of concession period. The first payment of such Annual Concession Fee shall be on the commercial operation date. Thereafter, the Annual Concession Fee shall increase by 5% (five percent) per year and payment shall be due and payable by the Concessionaire to the Authority every year on the anniversary of the commercial operation date. The Annual Concession Fee shall constitute the sole criteria for evaluation of Bids subject to Clause 2.18; the Project will be awarded to the Bidder quoting the highest Annual Concession Fee above bid reserve price.	<b>To be read as:</b> Bids are invited for the Project on the basis of the highest annual concession fee (the "Annual Concession Fee") offered by a Bidder above bid reserve price of Rs. 28.16 Lakh (rupees Twenty eighty lakhs & sixteen thousand) for undertaking the Project. The concession period is pre-determined, as indicated in the Draft Concession Agreement. However the Authority/ GoM reserves right to extend the Concession Period as indicated in the Draft Concession Agreement. The Annual Concession Fee shall be payable by the Selected Bidder from 1 <sup>st</sup> year of operation till the end of concession period. The first payment of such Annual Concession Fee shall be on the commercial operation date. Thereafter, the Annual Concession Fee shall increase by 5% (five percent) <b>every three years</b> and payment shall be due and payable by the Concessionaire to the Authority every year on the anniversary of the commercial operation date. The Annual Concession Fee shall constitute the sole criteria for evaluation of Bids subject to Clause 2.18; the Project will be awarded to the Bidder quoting the highest Annual Concession Fee above bid reserve price.
2.	<b>Volume-I: Information and Instructions to Bidders: Clause 2.2.2 , Page No-23 &amp; Page No-24</b>	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. 25.50 Core (Rs.. Twenty Five Crore and fifty lakhs only) (the Threshold Technical Capacity").Provided that the project cost of the	<b>To be read as:</b> 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. 25.50 Core (Rs. Twenty Five Crore and fifty lakhs only) (the Threshold Technical

Sr.No	RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
		<p>similar project for which experience is claimed should be more than 10% of the amount specified as the Estimated Project Cost.</p> <p>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.</p> <p>(B.) Financial Capacity: For demonstrating financial capacity (the “Financial Capacity”), the Bidder (in case of consortium all the consortium members) shall have:</p> <p>(i) Net-worth of Rs. 1.91 Cr (Rupees One Crore &amp; Ninety one lakh only)) at the close of the preceding financial year2.</p> <p>(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.</p> <p><b><i>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.</i></b></p>	<p>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.</p> <p>(B.) Financial Capacity: For demonstrating financial capacity (the “Financial Capacity”), the Bidder (in case of consortium all the consortium members) shall have:</p> <p>(i) Net-worth of Rs. 1.91 Cr (Rupees One Crore &amp; Ninety one lakh only)) at the close of the preceding financial year2.</p> <p>(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.</p> <p><b><i>In case of a Consortium, all the Members of the Consortium shall collectively satisfy the Technical capability and Financial Capacity.</i></b></p>
3.	<b>Volume-I: Information and Instructions to Bidders: Appendix IB: Letter comprising</b>	I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs. _____(Rupees _____in 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.	<b>To be read as:</b> I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs. _____(Rupees _____in words only) with an increase of 5% <b>every three years</b> 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
	the financial Bid , point 7, page no- 52		
4.	<b>Volume II: Concession Agreement, Article 35.2, Dispute Resolution- Conciliation, Page 103</b>	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.	<b>To be read as:</b> 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 <b>or the deputed officer</b> /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.



**Maharashtra Tourism Development Corporation Ltd.,**  
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**Corrigendum 7**  
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<b>Sr. No.</b>	<b>Name of Work</b>
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.**

Sd/-  
M.T.D.C. Ltd., Mumbai.

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

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

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.	<b>Volume-I: Information and Instructions to Bidders: Appendix IB: Letter comprising the financial Bid , point 7, page no- 89</b>	I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs. _____(Rupees _____ in 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.	<b>To be read as:</b> I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs. _____(Rupees _____ in words only) with an increase of 5% <b>every three years</b> till the expiry of the Concession Agreement for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement.
6.	<b>Volume II: Concession Agreement, Article 35.2, Dispute Resolution-Conciliation, Page 100</b>	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.	<b>To be read as:</b> 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 <b>or the deputed officer</b> /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,

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





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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](http://www.maharashtratourism.gov.in) / [www.mahatenders.gov.in](http://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.

<b>Sr. No.</b>	<b>Name of Work</b>
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.**

Sd/-  
M.T.D.C. Ltd., Mumbai.

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



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

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<b>Sr. No.</b>	<b>Name of Work</b>
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.**

Sd/-  
M.T.D.C. Ltd., Mumbai.

**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 Document Ref Clause No	Existing Clause	Amendment/Corrigendum
1.	<b>Volume-I: Information and Instructions to Bidders: Clause 1.2.6 , Page No-12</b>	Bids are invited for the Project on the basis of the highest annual concession fee (the "Annual Concession Fee") offered by a Bidder above bid reserve price of Rs. 142.75 Lakh (Rupees One Hundred Forty Two Lakh & Seventy Five thousand only)for undertaking the Project. The concession period is pre-determined, as indicated in the Draft Concession Agreement. However the Authority/ GoM reserves right to extend the Concession Period as indicated in the Draft Concession Agreement. The Annual Concession Fee shall be payable by the Selected Bidder from 1 <sup>st</sup> year of operation till the end of concession period. The first payment of such Annual Concession Fee shall be on the commercial operation date. Thereafter, the Annual Concession Fee shall increase by 5% (five percent) per year and payment shall be due and payable by the Concessionaire to the Authority every year on the anniversary of the commercial operation date. The Annual Concession Fee shall constitute the sole criteria for evaluation of Bids subject to Clause 2.18; the Project will be awarded to the Bidder quoting the highest Annual Concession Fee above bid reserve price.	To be read as: Bids are invited for the Project on the basis of the highest annual concession fee (the "Annual Concession Fee") offered by a Bidder above bid reserve price of Rs. 142.75 Lakh (Rupees One Hundred Forty Two Lakh & Seventy Five thousand only) for undertaking the Project. The concession period is pre-determined, as indicated in the Draft Concession Agreement. However the Authority/ GoM reserves right to extend the Concession Period as indicated in the Draft Concession Agreement. The Annual Concession Fee shall be payable by the Selected Bidder from 1 <sup>st</sup> year of operation till the end of concession period. The first payment of such Annual Concession Fee shall be on the commercial operation date. Thereafter, the Annual Concession Fee shall increase by 5% (five percent) <b>every three years</b> and payment shall be due and payable by the Concessionaire to the Authority every year on the anniversary of the commercial operation date. The Annual Concession Fee shall constitute the sole criteria for evaluation of Bids subject to Clause 2.18; the Project will be awarded to the Bidder quoting the highest Annual Concession Fee above bid reserve price.
2.	<b>Volume-I: Information and Instructions to Bidders: Clause 2.2.2, Page No-23 &amp; Page No-24</b>	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. 13.50 crore (Rs. Thirteen crore and Fifty lakhs only) (the Threshold	<b>To be read as:</b> 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. 13.50 crore (Rs. Thirteen crore and Fifty lakhs only) (the Threshold Technical

Sr.No	RFP Document Ref Clause No	Existing Clause	Amendment/Corrigendum
		<p>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.</p> <p>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.</p> <p>(B.) Financial Capacity: For demonstrating financial capacity (the “Financial Capacity”), the Bidder (in case of consortium all the consortium members)shall have:</p> <p>(i) Net-worth of Rs. 101.30 lakh (Rupees One Hundred one lakh Thirty Thousand only) at the close of the preceding financial year<sup>2</sup>.</p> <p>(ii) Average annual turnover should be Rs. 1013.00 lakh. ( Rs. One Thousand Thirteen lakh only) In last 5 years ending 2018-19.</p> <p><b><i>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.</i></b></p>	<p>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.</p> <p>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.</p> <p>(B.) Financial Capacity: For demonstrating financial capacity (the “Financial Capacity”), the Bidder (in case of consortium all the consortium members)shall have:</p> <p>(i) Net-worth of Rs. 101.30 lakh (Rupees One Hundred one lakh Thirty Thousand only) at the close of the preceding financial year<sup>2</sup>.</p> <p>(ii) Average annual turnover should be Rs. 1013.00 lakh. ( Rs. One Thousand Thirteen lakh only) In last 5 years ending 2018-19.</p> <p><b><i>In case of a Consortium, all the Members of the Consortium shall collectively satisfy the Technical capability and Financial Capacity.</i></b></p>
3.	<b>Volume-I: Information and Instructions to Bidders: Appendix IB: Letter comprising</b>	I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs. _____(Rupees _____in 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.	<b>To be read as:</b> I/ We hereby submit our Bid consisting of Annual Concession Fee of Rs. _____(Rupees _____in words only) with an increase of 5% <b>every three years</b> 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
	the financial Bid , point 7 , Page No 54		
4.	<b>Volume II: Concession Agreement, Dispute Resolution Article 35.2, Page 100</b>	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.	<b>To be read as:</b> 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 <b>or the deputed officer</b> /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.