

RFP for Development of Glow Garden at Maragatha Poonga, ECR on DBFOT basis

To,

All the eligible Bidders,

Tender ID:0394/Engg/2022

Sub: Development operation and maintenance of the Glow Garden at Maragatha Poonga, Mamallapuram on Design, Build, Finance, Operate and Transfer (DBFOT) basis using PPP (Public Private Partnership) at Mahabalipuram, Tamilnadu.

Dear Bidders,

This has reference to the RFP dated 12th August 2022 for the subject work and pre-bid meeting held on 24th August 2022 the date of submission of tender is postponed upto 03.00 PM on 28.09.2022 and the document can be downloaded upto 05.00 PM on 27.09.2022. In this regard following documents are enclosed herewith:

- i. Annexure-A (Pre-Bid Queries)
- ii. Annexure-B (Corrigendum)

Encl: As above

-Sd-
MANAGING DIRECTOR

RFP for Development of Glow Garden at Maragatha Poonga, ECR on DBFOT basis

ANNEXURE A – (PRE-BID QUERIES)

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
1	VOL 1 - Clause 1.14 Pg. 6	TTDC, with a view to enhance the tourists experience, intends to undertake the Development of Glow Garden in Maragatha Poonga, Mamallapuram (the "Project") through Public-Private Partnership (the "PPP") on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis, to competent entity/entities for a period of 10 (ten) years ("Agreement Period" or "Concession Period). The agreement period of 10 years includes the 4-month period for development of the Glow Garden. The Agreement period is extendable for a further period of 5 years based on mutually accepted terms between the Authority and the Selected Bidder at the end of the initial Concession Period.	The investment involved for the subject project scope of work is huge and we understand that agreement period 10 years is less to recover the investment. Considering the huge investment scope we request you to increase the Concession Period to 20 years. Hence, we request to change as below: TTDC, with a view to enhance the tourists experience, intends to undertake the Development of Glow Garden in Maragatha Poonga, Mamallapuram (the "Project") through Public-Private Partnership (the "PPP") on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis, to competent entity/entities for a period of 20 (twenty) years ("Agreement Period" or "Concession Period). The agreement period of 20 years excluding the 6-month period for development of the Glow Garden. The Agreement period is extendable for a further period of 5 years based on mutually accepted terms between the Authority and the Selected Bidder at the end of the initial Concession Period.	No change. RFP conditions shall prevail.
2	VOL 1 - Clause 1.2.7 Pg. 8	As part of the Financial Proposal, the Bidder is required to quote the Monthly Revenue Share over and above the reserve price of 12% of the gross revenue ("Revenue Share") exclusive of GST in the format provided at Appendix F. GST will be paid extra as applicable every year.	Since the revenue collection shall be on the basis of the ticketing of the Glow Park and other attractions which in turn shall variably depend on the footfalls of the visitors, We request the Authority to keep reasonable reserve price for Monthly Revenue Share	No change. RFP Conditions shall prevail

RFP for Development of Glow Garden at Maragatha Poonga, ECR on DBFOT basis

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
			<p>We request to include as below :</p> <p>As part of the Financial Proposal, the Bidder is required to quote the Monthly Revenue Share over and above the reserve price of 8% of the gross revenue (“Revenue Share”) exclusive of GST in the format provided at Appendix F. GST will be paid extra as applicable every year.</p>	
3	VOL 1 - Clause 1.2.7 Pg. 9	<p>Minimum assured price payable by selected bidder per month is Rs. 2,00,000 /- which shall be enhanced by 5% year on year basis.</p> <p>The bidding criteria is to quote over and above the reserve price of 12% of the gross revenue. The Revenue Share shall be paid from 1st year to 10 th year of Concession Period, on monthly basis as per the terms stipulated in the RFP. The Revenue share % must be a whole number and cannot be a fraction.</p> <p>The selected bidder has to pay either quoted percentage higher than the 12% of the Gross Revenue or minimum assured amount of Rs.2,00,000/- (including the increment), whichever is higher in any particular month.</p> <p>Applicable GST on the above shall also be paid by the selected bidder</p>	<p>Since the revenue collection shall be on the basis of the ticketing of the Glow Park and other attractions which in turn shall variably depend on the footfalls of the visitors, We request the Authority to keep reasonable Minimum assured price</p> <p>We request you to change :</p> <p>Minimum assured price payable by selected bidder per month is Rs.1,00,000 /- which shall be enhanced by 5% year on year basis.</p> <p>The bidding criteria is to quote over and above the reserve price of 8% of the gross revenue. The Revenue Share shall be paid from 1st year to 10th year of Concession Period, on monthly basis as per the terms stipulated in the RFP. The Revenue share % must be a whole number and cannot be a fraction.</p> <p>The selected bidder has to pay either quoted percentage higher than the 8% of the Gross Revenue or minimum assured amount of Rs.1,00,000/- (including the increment), whichever is higher in any particular month.</p> <p>Applicable GST on the above shall also be paid by the selected bidder</p>	No change. RFP Conditions shall prevail

RFP for Development of Glow Garden at Maragatha Poonga, ECR on DBFOT basis

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
4	VOL 1 - Clause 2.1.1/i Pg. 12	Number of members in a Consortium shall not exceed 2 (two)	We request to include as below : Number of members in a Consortium shall not exceed 3 (Three)	No change. RFP Conditions shall prevail
5	VOL 1 - Clause 2.1.1c/ii Pg. 12-13	Eligibility criteria	We request to change : The bidder should have completed at least 2 (Two) Decorative Lighting and Illumination of Gardens Project with project cost more than Rs. 4 Crores each or at least 1 (one) Decorative Lighting and Illumination of Gardens Project with project cost of more than Rs. 6.5 Crores in the last 5 years for Any State Government or Central Government Authority of India	No change. RFP Conditions shall prevail
6	Vol 2 Clause 6.1 Pg. 34	Obligations of the Authority	We request the Authority to provide dedicated car park for approximately 150 cars near Glow Garden at concessional rates considering that most of the visitors shall travel by car	Parking lots are available nearby
7	Vol 2 Clause 6.1 Pg. 34	Obligations of the Authority	We request the Authority to provide some subsidy to the Concessionaire for investment done as per Tourism policy of Tamilnadu State, since the project is for tourism development at Mahabalipuram	No change. RFP conditions shall prevail

RFP for Development of Glow Garden at Maragatha Poonga, ECR on DBFOT basis

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
8	VOL 1 - Clause 1.2.7b Pg. 9	The Revenue Share / Minimum Assured Amount offered by the Successful Bidder shall be payable to the Authority from the fifth month of execution of the Concession Agreement or the Commercial Operation Date of the Project, whichever is earlier as per terms provided in the Concession Agreement.	The revenue earning of the project is based on the ticketing fees of the visitors. The right of Concessionaire for collection of ticketing fees as mentioned in the tender shall be from Commercial Operations Date. Hence we request to change the clause as : The Revenue Share / Minimum Assured Amount offered by the Successful Bidder shall be payable to the Authority from the First month of the Commercial Operation Date of the Project	No change. RFP conditions shall prevail
9	VOL 2 - Clause 19.2.2 Pg. 55	The Authority shall, from time to time, inform the Concessionaire of the applicable User Fee. Such information shall be communicated at least 15 (fifteen) days prior to the revision of User Fee.	Since the entire investment for the subject project scope of work except land, shall be done by the Concessionaire the rights to decide applicable user fee shall be given to the Concessionaire to evaluate Return on Investment as entire risk of investment is on the Concessionaire part. We request you to change : Fees of the Glow Park, Amusement rides, 5D Mini Cinema Theatre and other attractions to be decided by the Concessionaire	No change. RFP conditions shall prevail
10	VOL 2 - Clause 21.6.1b Pg. 62	After COD the Concession Period shall not be extended for any reason even for Force Majeure Event.	The entire risk of investment for the subject project scope of work is on the Concessionaire. Operation halt due to Force Majeure shall effect the planned ROI of the project We request you to change : After COD the Concession Period shall be extended by a period equal in length to the duration for which such Force Majeure Event subsists	No change. RFP conditions shall prevail

RFP for Development of Glow Garden at Maragatha Poonga, ECR on DBFOT basis

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
11	VOL 2 - Clause 29.3 Pg. 81	Restriction on sub-contracting for operations	<p>We request to include as below :</p> <ul style="list-style-type: none"> • Authority to allow Concessionaire to hold promotional events during the concession period • Authority to allow Concessionaire to sublet the Food court inside the Glow Garden to a 3rd party who can provide good quality and hygienic food for Tourists. • Authority to allow Concessionaire to organize musical events, light and sound show, etc. during the concession period • Authority to allow Concessionaire to setup small souvenir and photo frame shop and gift articles shop during the Concession period 	Refer to Pt. 15 of the Corrigendum
12	VOL 1- APPENDIX C Pg. 32	<p>FORMAT FOR TECHNICAL CAPACITY OF THE BIDDER (To be submitted on the Letterhead of the Bidder (for each member in case of a consortium))</p>	<p>We request to change: FORMAT FOR TECHNICAL CAPACITY OF THE BIDDER (To be submitted on the Letterhead of the Bidder (for any one member in case of a consortium))</p>	Refer to Pt. 1 of the corrigendum
13	VOL 1- Clause 1.2.7g Pg. 10	Any applicable taxes including Property Tax, if any shall be paid by the Operator.	We request to change : Property Tax if any shall be paid by the TTDC	Refer to Pt. 2 of the corrigendum
14	VOL 1- Clause 2.1.1c / 2 Pg. 21	TECHNICAL CAPACITY	<p>We request to add following marking system under Technical Capacity :</p> <ul style="list-style-type: none"> • Years of experience : 5 marks • No. of similar projects : 5 marks • Value of Similar projects completed : 5 marks • Concept Design and Theme Proposal - 35 marks <p>Total : 50 Marks Bidder scoring more than 40 marks should be considered as "Qualified Bidders"</p>	No change. RFP conditions shall prevail

RFP for Development of Glow Garden at Maragatha Poonga, ECR on DBFOT basis

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
15	VOL 2- Clause 5.1.6 Pg. 30	All taxes payable, costs incurred in related to the Project or the land allotted for the Project should be borne by the Concessionaire	We request you to change: All taxes payable for the land allotted for the Project should be borne by the Authority	Refer to Pt. 2 of the corrigendum
16	VOL 2- Clause 12.2.1 Pg. 45	The end of 4th month from the Appointed Date shall be the scheduled date for completion of the Project (the "Scheduled Completion Date") and the Concessionaire agrees and undertakes that the Project shall be completed on or before the Scheduled Completion Date.	We request you to change: The end of 6th month from the Appointed Date shall be the scheduled date for completion of the Project (the "Scheduled Completion Date") and the Concessionaire agrees and undertakes that the Project shall be completed on or before the Scheduled Completion Date.	Refer to Pt. 4 of the Corrigendum
17	VOL 1- APPENDIX A1 Pg. 30	Registration Number	Please clarify which Registration Number to be provided	Company registration number
18	VOL 1- APPENDIX F Pg. 35	FORMAT FOR TECHNICAL CAPACITY OF THE BIDDER (To be submitted on the Letterhead of the Bidder (for each member in case of a consortium))	The Revenue Share or fixed assured amount, whichever is higher shall be payable to the Authority from the First month of the Commercial Operation Date of the Project.	Refer to Pt. 5 of the Corrigendum
19	VOL 1- Clause 1.1.9v Pg. 7	In case, operation of the Project is not achieved by the Successful Bidder in 4 (Four Months) from the date of signing of Agreement, the Authority will consider it as an Event of Default and initiate action as per the terms of the Agreement.	In case, operation of the Project is not achieved by the Successful Bidder in 6 (Six Months) from the date of signing of Agreement, the Authority will consider it as an Event of Default and initiate action as per the terms of the Agreement.	Refer to Pt. 6 of the Corrigendum
20	VOL 1- Clause 1.1.9 viii Pg. 7	The Selected Bidder must transfer the Project to the Authority as per terms contained in the Concession Agreement.	Please advise which clause to be referred in Concession Agreement	Kindly refer to Article 23 of the Concession Agreement
21	VOL 1- Clause 2.1.1c/4c Pg. 13	In case of a consortium, minimum technical capacity shall be collectively satisfied by the members of the consortium.	We request to change : Any one member of the consortium shall meet the Technical Capacity	Refer to Pt. 7 of the Corrigendum

RFP for Development of Glow Garden at Maragatha Poonga, ECR on DBFOT basis

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
22	VOL 1- Clause 3.4.3 Pg. 21	<p>In the event that two or more Bidders quote the same amount in their Financial Proposal (the “Tie Bidders”), the Authority shall identify the Successful Bidder by way of ranking of technical feasibility in the following manner -</p> <ul style="list-style-type: none"> • Years of experience : 2.5 marks • No. of similar projects : 2.5 marks • Value of Similar projects completed : 2.5 marks • Financial Turnover : 2.5 marks 	<p>We request to change :</p> <p>In the event that two or more Bidders quote the same amount in their Financial Proposal (the “Tie Bidders”), the Authority shall identify the Successful Bidder as the one who has scored maximum marks under Technical Capacity</p>	<p>No change. RFP Conditions shall prevail</p>
23	VOL 2- Clause 3.1.1 Pg. 26	<p>Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, the Authority hereby grants to the Concessionaire the concession set forth herein including the exclusive right, license and authority to develop, operate and maintain the Project (the “Concession”) during the total concession period of 10 (ten) years inclusive of Development Period of 4 (four) months and the Concessionaire hereby accepts the Concession and agrees to implement “the Project” subject to and in accordance with the terms and conditions set forth herein.</p>	<p>Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, the Authority hereby grants to the Concessionaire the concession set forth herein including the exclusive right, license and authority to develop, operate and maintain the Project (the “Concession”) during the total concession period of 20 (twenty) years exclusive of Development Period of 6 (Six) months and the Concessionaire hereby accepts the Concession and agrees to implement “the Project” subject to and in accordance with the terms and conditions set forth herein.</p>	<p>No change. RFP conditions shall prevail for the Concession period. Refer to Pt. 8 of the Corrigendum for the Development period</p>
24	VOL 2- Clause 5.1.3 Pg. 30	<p>The Concessionaire shall ensure that the Development of the Project is completed and commercial operations commenced within 04 (four) months from the date of signing of this Agreement.</p>	<p>We request you to change:</p> <p>The Concessionaire shall ensure that the Development of the Project is completed and commercial operations commenced within 06 (Six) months from the date of signing of this Agreement.</p>	<p>Refer to Pt. 9 of the Corrigendum</p>

RFP for Development of Glow Garden at Maragatha Poonga, ECR on DBFOT basis

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
25	VOL 2- Clause 14.1 Pg. 47	The Minimum Assured Amount as per Article 18, however, shall be payable from the 5th month of Appointed Date, irrespective of whether or not the Commercial Operation Date is attained	We request you to change: Minimum Assured Amount offered by the Successful Bidder shall be payable to the Authority from the First month of the Commercial Operation Date of the Project	Refer to Pt. 10 of the Corrigendum
26	VOL 2- Clause 18.1.1 Pg. 54	In Consideration of the grant of Concession, the Concessionaire shall, from the commencement of the 5th month from the Appointed Date or the Commercial Operations Date (whichever is earlier) pay to the Authority, the Revenue Share of ___ percentage of Gross Revenue or Minimum Assured Amount of Rs.2,00,000 (including annual escalation), whichever is higher for that particular month. Applicable GST on the above shall also be paid by the Concessionaire.	We request you to change : In Consideration of the grant of Concession, the Concessionaire shall, from the commencement of first month of Commercial Operations Date pay to the Authority, the Revenue Share of ___ percentage of Gross Revenue or Minimum Assured Amount of Rs. 1,00,000 (including annual escalation), whichever is higher for that particular month. Applicable GST on the above shall also be paid by the Concessionaire	Refer to Pt. 11 of the Corrigendum
27	VOL 2- Clause 18.1.3 Pg. 54	The Minimum Assured Amount or Gross Revenue share payable under the provisions of this Article 18 shall be due and payable monthly and the first such payment (in the first year of scheduled operation) shall be from the 5th month of signing of the Concession Agreement or the Commercial Operations Date, whichever is earlier.	We request you to change : The Minimum Assured Amount or Gross Revenue share payable under the provisions of this Article 18 shall be due and payable monthly and the first such payment (in the first year of scheduled operation) shall be from the commencement of first month of Commercial Operations Date	Refer to Pt. 12 of the Corrigendum
28	VOL 2- Clause 18.1.4 Pg. 54	The Minimum Assured Amount of Rs.2,00,000 will be payable from the commencement of 5th month from the Appointed Date even if the Commercial Operation Date of the Project is not attained by the Concessionaire. Minimum Assured Amount shall be payable from the due date as specified above irrespective of the extension in Construction / Development Period beyond 4 months.	We request you to change : The Minimum Assured Amount of Rs. 1,00,000 will be payable from the commencement of first month of Commercial Operation Date.	Refer to Pt. 13 of the Corrigendum

RFP for Development of Glow Garden at Maragatha Poonga, ECR on DBFOT basis

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
29	VOL 1 - Clause 1.2.7 Pg. 9	<p>Minimum assured price payable by selected bidder per month is Rs. /- which shall be enhanced by 5% year on year basis.</p> <p>The bidding criteria is to quote over and above the reserve price of 12% of the gross revenue.</p> <p>The Revenue Share shall be paid from 1st year to 10th year of Concession Period, on monthly basis as per the terms stipulated in the RFP. The Revenue share % must be a whole number and cannot be a fraction.</p> <p>The selected bidder has to pay either quoted percentage higher than the 12% of the Gross Revenue or minimum assured amount of Rs.2,00,000/- (including the increment), whichever is higher in any particular month.</p> <p>Applicable GST on the above shall also be paid by the selected bidder</p>	<p>Minimum assured price payable by selected bidder per month is Rs. /- which shall be enhanced by 5% year on year basis.</p> <p>The bidding criteria is to quote over and above the reserve price of 8% of the gross revenue.</p> <p>The Revenue Share shall be paid from 1st year to 10th year of Concession Period, on monthly basis as per the terms stipulated in the RFP. The Revenue share % must be a whole number and cannot be a fraction.</p> <p>The selected bidder has to pay either quoted percentage higher than the 8% of the Gross Revenue or minimum assured amount of Rs.1,00,000/- (including the increment), whichever is higher in any particular month.</p> <p>Applicable GST on the above shall also be paid by the selected bidder</p>	No change. RFP conditions shall prevail.
31	VOL 1 - Clause 1.2.7B Pg. 9	The Revenue Share / Minimum Assured Amount offered by the Successful Bidder shall be payable to the Authority from the fifth month of execution of the Concession Agreement or the Commercial Operation Date of the Project, whichever is earlier as per terms provided in the Concession Agreement.	The Revenue Share / Minimum Assured Amount offered by the Successful Bidder shall be payable to the Authority from the First month of the Commercial Operation Date of the Project.	Refer to Pt.14 of the Corrigendum
32	VOL 1 - Clause 1.2.7G Pg. 10	Any applicable taxes including Property Tax, if any shall be paid by the Operator.	Any applicable taxes including Property Tax, if any shall be paid by the TTDC	Refer to Pt. 2 of the Corrigendum

RFP for Development of Glow Garden at Maragatha Poonga, ECR on DBFOT basis

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
33	VOL 1 - Clause 2.1.1/ I Pg. 12	Number of members in a Consortium shall not exceed 2 (two)	Number of members in a Consortium shall not exceed 3 (Three)	No change. RFP Conditions shall prevail
34	VOL 1 - Clause 2.1.1C/ 2 Pg. 12	The bidder should have completed at least 2 (Two) Decorative Lighting and Illumination of Gardens Project with project cost more than Rs. 4 Crores each or at least 1 (one) Decorative Lighting and Illumination of Gardens Project with project cost of more than Rs. 6.5 Crores, in the last 5 years.	The bidder should have completed at least 2 (Two) Decorative Lighting and Illumination of Gardens Project with project cost more than Rs. 4 Crores each or at least 1 (one) Decorative Lighting and Illumination of Gardens Project with project cost of more than Rs. 6.5 Crores, in the last 5 years from any State or Central Government of India Project.	No change. RFP Conditions shall prevail
35	VOL 1 - Clause 2.1.1C/ 2 Pg. 13	In case of a consortium, minimum technical capacity shall be collectively satisfied by the members of the consortium.	In case of a consortium, minimum technical capacity shall be met by any one member of the consortium.	Refer to Pt. 7 of the Corrigendum
36	VOL 2 – Clause 3.1.1 Pg. 26	Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, the Authority hereby grants to the Concessionaire the concession set forth herein including the exclusive right, license and authority to develop, operate and maintain the Project (the 'Concession") during the total concession period of 10 (ten) years inclusive of Development Period of 4 (four) months and the Concessionaire hereby accepts the Concession and agrees to implement "the Project" subject to and in accordance with the terms and conditions set forth herein.	Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, the Authority hereby grants to the Concessionaire the concession set forth herein including the exclusive right, license and authority to develop, operate and maintain the Project (the "Concession") during the total concession period of 10 (ten) years exclusive of Development Period of 6 (Six) months and the Concessionaire hereby accepts the Concession and agrees to implement the Project" subject to and in accordance with the terms and conditions set forth herein.	No change. RFP conditions shall prevail for the Concession period. Refer to Pt. 8 of the Corrigendum for the Development period

RFP for Development of Glow Garden at Maragatha Poonga, ECR on DBFOT basis

Sr.	Reference in Document	Existing Clause	Point for clarification/ suggestion	Revised Clause / Response
37	VOL 2 – Clause 5.1.6 Pg. 30	All taxes payable, costs incurred in related to the Project or the land allotted for the Project should be borne by the Concessionaire	All taxes payable, costs incurred in related to the Project or the land allotted for the Project should be borne by the TTDC Authority.	Refer to Pt. 3 of the corrigendum
38	VOL 2 – Clause 12.2.1 Pg. 30	The end of 4th month from the Appointed Date shall be the scheduled date for completion of the Project (the 'Scheduled Completion Date") and the Concessionaire agrees and undertakes that the Project shall be completed on or before the Scheduled Completion Date.	The end of 6th month from the Appointed Date shall be the scheduled date for completion of the Project (the "Scheduled Completion Date") and the concessionaire agrees and undertakes that the Project shall be completed on or before the Scheduled Completion Date.	Refer to Pt. 4 of the Corrigendum
39	VOL 2 – Clause 14.1 Pg. 47	The Minimum Assured Amount as per Article 18, however, shall be payable from the 5th month of Appointed Date, irrespective of whether or not the Commercial Operation Date is attained.	Minimum Assured Amount offered by the Successful Bidder shall be payable to the Authority from the First month of the Commercial Operation Date of the Project	Refer to Pt. 10 of the Corrigendum

RFP for Development of Glow Garden at Maragatha Poonga, ECR on DBFOT basis

ANNEXURE B – (CORRIGENDUM)

S. No.	Clause Reference/ Page No	Previous Clause	Revised Clause
1.	VOL 1- APPENDIX C Pg. 32	FORMAT FOR TECHNICAL CAPACITY OF THE BIDDER (To be submitted on the Letterhead of the Bidder (for each member in case of a consortium))	FORMAT FOR TECHNICAL CAPACITY OF THE BIDDER (To be submitted on the Letterhead of the Bidder (for any one member in case of a consortium))
2.	VOL 1- Clause 1.2.7g Pg. 10	Any applicable taxes including Property Tax, if any shall be paid by the Operator.	All applicable taxes, excluding Property Tax , if any shall be paid by the operator
3.	VOL 2- Clause 5.1.6 Pg. 30	All taxes payable, costs incurred in related to the Project or the land allotted for the Project should be borne by the Concessionaire	All taxes payable (excluding property tax), costs incurred in related to the Project or the land allotted for the Project should be borne by the Concessionaire
4.	VOL 2- Clause 12.2.1 Pg. 45	The end of 4th month from the Appointed Date shall be the scheduled date for completion of the Project (the “Scheduled Completion Date”) and the Concessionaire agrees and undertakes that the Project shall be completed on or before the Scheduled Completion Date.	The end of 6th month from the Appointed Date shall be the scheduled date for completion of the Project (the “Scheduled Completion Date”) and the Concessionaire agrees and undertakes that the Project shall be completed on or before the Scheduled Completion Date.
5.	VOL 1- APPENDIX F Pg. 35 Notes Pt. iii	The Revenue Share or fixed assured amount, whichever is higher shall be payable to the Authority from the fifth month of execution of the Agreement.	The Revenue Share or fixed assured amount, whichever is higher shall be payable to the Authority from the seventh month of execution of the Agreement.
6.	VOL 1- Clause 1.1.9v Pg. 7	In case, operation of the Project is not achieved by the Successful Bidder in 4 (Four Months) from the date of signing of Agreement, the Authority will consider it as an Event of Default and initiate action as per the terms of the Agreement.	In case, operation of the Project is not achieved by the Successful Bidder in 6 (Six Months) from the date of signing of Agreement, the Authority will consider it as an Event of Default and initiate action as per the terms of the Agreement.
7.	VOL 1- Clause 2.1.1c/4c Pg. 13	In case of a consortium, minimum technical capacity shall be collectively satisfied by the members of the consortium.	In case of a consortium, any one member of the consortium shall meet the Technical Capacity

RFP for Development of Glow Garden at Maragatha Poonga, ECR on DBFOT basis

S. No.	Clause Reference/ Page No	Previous Clause	Revised Clause
8.	VOL 2- Clause 3.1.1 Pg. 26	Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, the Authority hereby grants to the Concessionaire the concession set forth herein including the exclusive right, license and authority to develop, operate and maintain the Project (the "Concession") during the total concession period of 10 (ten) years inclusive of Development Period of 4 (four) months and the Concessionaire hereby accepts the Concession and agrees to implement "the Project" subject to and in accordance with the terms and conditions set forth herein.	Subject to and in accordance with the provisions of this Agreement, Applicable Laws and Applicable Permits, the Authority hereby grants to the Concessionaire the concession set forth herein including the exclusive right, license and authority to develop, operate and maintain the Project (the "Concession") during the total concession period of 10 (ten) years inclusive of Development Period of 6 (Six) months and the Concessionaire hereby accepts the Concession and agrees to implement "the Project" subject to and in accordance with the terms and conditions set forth herein.
9.	VOL 2- Clause 5.1.3 Pg. 30	The Concessionaire shall ensure that the Development of the Project is completed and commercial operations commenced within 04 (four) months from the date of signing of this Agreement.	The Concessionaire shall ensure that the Development of the Project is completed and commercial operations commenced within 06 (Six) months from the date of signing of this Agreement.
10.	VOL 2- Clause 14.1 Pg. 47	The Minimum Assured Amount as per Article 18, however, shall be payable from the 5 th month of Appointed Date, irrespective of whether or not the Commercial Operation Date is attained	The Minimum Assured Amount as per Article 18, however, shall be payable from the 7th month of Appointed Date, irrespective of whether or not the Commercial Operation Date is attained
11.	VOL 2- Clause 18.1.1 Pg. 54	In Consideration of the grant of Concession, the Concessionaire shall, from the commencement of the 5th month from the Appointed Date or the Commercial Operations Date (whichever is earlier) pay to the Authority, the Revenue Share of _____ percentage of Gross Revenue or Minimum Assured Amount of Rs. 2,00,000 (including annual escalation), whichever is higher for that particular month. Applicable GST on the above shall also be paid by the Concessionaire	In Consideration of the grant of Concession, the Concessionaire shall, from the commencement of the 7th month from the Appointed Date or the Commercial Operations Date (whichever is earlier) pay to the Authority, the Revenue Share of _____ percentage of Gross Revenue or Minimum Assured Amount of Rs. 2,00,000 (including annual escalation), whichever is higher for that particular month. Applicable GST on the above shall also be paid by the Concessionaire
12.	Vol II – Cl. 18.1.3 Pg. 54	The Minimum Assured Amount or Gross Revenue share payable under the provisions of this Article 18 shall be due and payable monthly and the first such payment (in the first year of scheduled operation) shall be from the 5 th month of signing of the Concession Agreement or the Commercial Operations Date, whichever is earlier	The Minimum Assured Amount or Gross Revenue share payable under the provisions of this Article 18 shall be due and payable monthly and the first such payment (in the first year of scheduled operation) shall be from the 7th month of signing of the Concession Agreement or the Commercial Operations Date, whichever is earlier

RFP for Development of Glow Garden at Maragatha Poonga, ECR on DBFOT basis

S. No.	Clause Reference/ Page No	Previous Clause	Revised Clause
13.	Vol II – Cl. 18.1.4 Pg. 54	The Minimum Assured Amount of Rs. 2,00,000 will be payable from the commencement of 5th month from the Appointed Date even if the Commercial Operation Date of the Project is not attained by the Concessionaire. Minimum Assured Amount shall be payable from the due date as specified above irrespective of the extension in Development/Construction Period beyond 3 months.	The Minimum Assured Amount of Rs. 2,00,000 will be payable from the commencement of 7th month from the Appointed Date even if the Commercial Operation Date of the Project is not attained by the Concessionaire. Minimum Assured Amount shall be payable from the due date as specified above irrespective of the extension in Development/Construction Period beyond 6 months .
14.	VOL 1 - Clause 1.2.7B Pg. 9	The Revenue Share / Minimum Assured Amount offered by the Successful Bidder shall be payable to the Authority from the fifth month of execution of the Concession Agreement or the Commercial Operation Date of the Project, whichever is earlier as per terms provided in the Concession Agreement.	The Revenue Share / Minimum Assured Amount offered by the Successful Bidder shall be payable to the Authority from the seventh month of execution of the Concession Agreement or the Commercial Operation Date of the Project, whichever is earlier as per terms provided in the Concession Agreement.
15.	VOL 2 - Clause 29.3 Pg. 81	The Concessionaire shall not sub-contract or sub-let the whole of the Site, save and except as may be expressly set forth in this Agreement. However, the Concessionaire shall be allowed to license/ sub contract part of facility of Project with prior approval of the Authority. To clarify, the restrictions on sub-contracting mentioned in this Clause 29.3 is only limited to subcontracting / licensing of part operations activity and not to subleasing of wholesale / retail shops to traders. All agreements or arrangements with the sub-licensees shall specifically have stipulation of a covenant that the sub-licenses / sub-contracts shall be co-terminus with the termination of this agreement. The subcontractor however cannot subcontract / license the space further to another party. The subcontractor shall be involved directly in the operation and maintenance of the facility outsourced.	The Concessionaire shall not sub-contract or sub-let the whole / part of the Site / operations, save and except as may be expressly set forth in this Agreement. However, the Concessionaire shall be allowed to license/ sub contract part of facility of Project with prior approval of the Authority. Revenue share as per Article 18 shall be payable on the income earned by the Concessionaire therefrom. All agreements or arrangements with the sub-licensees shall specifically have stipulation of a covenant that the sub-licenses / sub-contracts shall be co-terminus with the termination of this agreement. The subcontractor however cannot subcontract / license the space further to another party. The subcontractor shall be involved directly in the operation and maintenance of the facility outsourced.

RFP for Development of Glow Garden at Maragatha Poonga, ECR on DBFOT basis

S. No.	Clause Reference/ Page No	Previous Clause	Revised Clause
16.	Vol 2 Clause 29.4	Clause inserted	The Concessionaire may conduct promotional events or other events like musical events, sound and light show etc., with prior written approval from the Authority. Revenue share as per Article 18 of this Agreement shall be payable on the revenue earned by the Concessionaire therefrom.