

**Development of Passenger Ropeway System at Radha Rani Temple in Barsana, District: Mathura on Design, Build, Finance, Operate and Transfer Basis under PPP Model**

**Corrigendum III**

<b>S. No.</b>	<b>Existing Provision</b>	<b>Modified</b>
1.	<p>Refer Recital in DCA</p> <p>1 Mathura Vrindavan Development Authority, a 100% owned State Government Company, incorporated under the Companies Act, 1956, represented herein by its Vice Chairman, and having its principal office at 32, Civil Lines, Mathura: 281001 (hereinafter referred to as the "<b>Authority</b>" or "<b>MVDA</b>") which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of First Part;</p>	<p>1 Mathura Vrindavan Development Authority, constituted under the Uttar Pradesh Urban Planning and Development Act, 1973, represented herein by its Vice Chairman, and having its principal office at 32, Civil Lines, Mathura - 281001 (hereinafter referred to as the "<b>Authority</b>" or "<b>MVDA</b>") which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of First Part;</p>
2.	<p>Refer Recital in DCA</p> <p>(B) The DoT, GoUP had accordingly invited single stage two envelope proposals by its RFQ-cum-RFP No. _____ dated _____ (the "<b>RFQ-cum-RFP</b>") on terms and conditions contained therein for the selection of successful bidder for undertaking the development of the Project on DBFOT basis in terms hereof.</p>	<p>(B) The Authority had accordingly invited single stage two envelope proposals by its RFQ-cum-RFP No. _____ dated _____ (the "<b>RFQ-cum-RFP</b>") on terms and conditions contained therein for the selection of successful bidder for undertaking the development of the Project on DBFOT basis in terms hereof.</p>
3.	<p>Refer Recital in DCA</p> <p>(C) After evaluation of the bids received in accordance with the RFQ-cum-RFP, the DoT, GoUP had accepted the bid of _____ and issued its letter of award No. _____ dated _____ (hereinafter called the "<b>LOA</b>") to the Selected Bidder i.e. M/s _____</p>	<p>(C) After evaluation of the bids received in accordance with the RFQ-cum-RFP, the Authority had accepted the bid of _____ and issued its letter of award No. _____ dated _____ (hereinafter called the "<b>LOA</b>") to the Selected Bidder i.e. M/s _____ requiring, inter alia, the execution of this Concession Agreement</p>

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	<p>requiring, inter alia, the execution of this Concession Agreement within 30 (thirty) days of the date of issue thereof.</p>	<p>within 30 (thirty) days of the date of issue thereof.</p>
4.	<p>Refer Clause 25.1 of DCA</p> <p>25.1 Concession Fee In consideration of the grant of Concession, the Concessionaire shall pay to the Authority by way of concession fee (the "<b>Concession Fee</b>") a sum of Rs. _____ (Rupees _____)<sup>2</sup></p>	<p>25.1 Concession Fee In consideration of the grant of Concession, the Concessionaire shall pay to the Authority the following sums by way of concession fee (the "<b>Concession Fee</b>") and the Revenue Share specified in Clause 25.2.</p> <p>(a) the Concession Fee for the 1st (first) year of the Concession Period shall be a sum of Rs _____ (Rs. _____)<sup>2</sup> per month; and</p> <p>(b) for each subsequent year of the Concession Period, the Concession Fee shall be determined by increasing the amount for the respective year by 10% (ten per cent) as compared to the immediately preceding year. For the avoidance of doubt, and by way of illustration, if the Concession Fee for the first year is Rs. 100 (Rupees one hundred) per month, the Concession Fee for the 2<sup>nd</sup> (second) and 3<sup>rd</sup> (third) years shall be equal to Rs. 110 (Rupees one hundred and ten) per month and Rs. 121 (Rupees one hundred and twenty one) per month respectively.</p>
5.	<p>Refer Clause 43.1 of DCA</p> <p><b>"Realisable Fee"</b> means all the Fee due and realisable under this Agreement, but does not include fees that the Concessionaire has not been able to realise after due</p>	<p><b>"Realizable Fee"</b> means all user fees and any other revenues due and realizable under the Concession Agreement where Fee means the charge levied on and payable by a User using any of the Project</p>

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	<p>diligence and best efforts. For the avoidance of doubt, Realisable Fee shall, be the amount so declared by the Concessionaire on the basis of its provisional accounts or the audited accounts, as the case may be, and in the event of a dispute thereto, the Dispute Resolution Procedure shall apply;</p>	<p>Facilities or a part thereof, in accordance with the Concession Agreement and any other income derived directly or indirectly from the operations of the Project Facilities including but not limited to rental and other payments received from sub-lessees, if any and all other revenues accruing from the use of the Project Facilities but excluding payments and/or monies collected by the Concessionaire for and on behalf of any Government Instrumentality under applicable law.</p>
6.	<p>Refer Schedule-F to DCA</p> <p>(A) **** (the "<b>Concessionaire</b>") and the Vice Chairman, Mathura Vrindavan Development Authority, (the "<b>Authority</b>") have entered into a Concession Agreement dated *** (the "<b>Agreement</b>") whereby the Authority has agreed to the Concessionaire undertaking the Development of Passenger Ropeway System at Radha Rani Temple in Barsana, District: Mathura on Design, Build, Finance, Operate and Transfer Basis under PPP Model, subject to and in accordance with the provisions of the Agreement.</p>	<p>(A) **** (the "<b>Concessionaire</b>") which has been accepted by Mathura Vrindavan Development Authority (the "<b>Authority</b>") vide letter No. _____ dated _____ shall be signing the Concession Agreement (the "<b>Agreement</b>") with the Authority within 30 days from the date of issue of Letter of Award (the "LOA") to the Successful Bidder for undertaking the Development of Passenger Ropeway System at Radha Rani Temple in Barsana, District: Mathura on Design, Build, Finance, Operate and Transfer Basis under PPP Model, subject to and in accordance with the provisions of the Agreement.</p>
7.	<p>Refer Annex-I (Schedule-L) to DCA</p> <p><b>1. SAFETY PLAN</b></p> <p>1.1 The ropeway system to be installed should conform to best engineering standards in accordance with the relevant Indian and International standard codes. As the proposed ropeway is located in Sub Zero Climatic conditions, the entire ropeway shall be constructed with</p>	<p><b>1. SAFETY PLAN</b></p> <p>1.1 The ropeway system to be installed should conform to best engineering standards in accordance with the relevant Indian and International standard codes. As the proposed ropeway shall be exposed to all climatic conditions, the entire ropeway shall be constructed with special steel suitable for all climatic</p>

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	<p>special steel suitable for sub zero condition, duly tested. As the ropeway shall face very harsh weather conditions, entire ropeway shall be hot dip galvanized to protect against corrosion and long layoff period during the year.</p>	<p>condition, duly tested. The entire ropeway shall be hot dip galvanized to protect against corrosion and layoff period during the year.</p>
8.	<p>Refer Schedule-T to DCA</p> <p>1. The Chief Executive Officer, Uttar Pradesh Tourism Development Corporation Limited (the "<b>Authority</b>") refers to the Concession Agreement dated *** (the "<b>Agreement</b>") entered into between the Authority and **** (the "<b>Concessionaire</b>") for Development of Passenger Ropeway System at Radha Rani Temple in Barsana, District: Mathura on Design, Build, Finance, Operate and Transfer Basis under PPP Model (the "<b>Project</b>").</p>	<p>1. The Vice Chairman, Mathura Vrindavan Development Authority (the "<b>Authority</b>") refers to the Concession Agreement dated *** (the "<b>Agreement</b>") entered into between the Authority and **** (the "<b>Concessionaire</b>") for Development of Passenger Ropeway System at Radha Rani Temple in Barsana, District: Mathura on Design, Build, Finance, Operate and Transfer Basis under PPP Model (the "<b>Project</b>").</p>
9.	<p>Refer Schedule-U to DCA</p> <p>1. Uttar Pradesh Tourism Development Corporation Limited on behalf of Government of Uttar Pradesh, constituted under the Companies Act, 1956 represented by its Managing Director having its head office at Paryatan Bhawan, C-13, Vipin Khand, Gombi Nagar, Lucknow 226010 (hereinafter referred to as the "<b>Authority</b>" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);</p>	<p>1. Mathura Vrindavan Development Authority on behalf of Government of Uttar Pradesh, constituted under the Uttar Pradesh Urban Planning and Development Act, 1973 represented by its Vice Chairman having its head office at 32, Civil Lines, Mathura - 281001 (hereinafter referred to as the "<b>Authority</b>" which expression shall unless repugnant to the context or meaning thereof include its administrators, successors and assigns);</p>
10.	<p>Refer APPENDIX-VIII (Draft Letter of Award) of RFQ-cum-RFP</p>	

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	4. Further, as per the terms of the RFQ-cum-RFP and the Concession Agreement, you are also required to pay 10% (Ten per cent) of the Realizable Fee on monthly basis to the Authority.	4. Further, as per the terms of the RFQ-cum-RFP and the Concession Agreement, you are also required to pay 5% (Five per cent) of the Realizable Fee on monthly basis to the Authority.

The Bid Due Date is now scheduled on July 28, 2016.

The other clauses of RFQ-cum-RFP and DCA shall be deemed to be modified to take effect of the aforesaid amendments and amendments published through Corrigendum I and Corrigendum II. All other terms and conditions shall remain same.