CORRIGENDUM-III

ADDENDUM -1 TO REQUEST FOR PROPOSAL (RFP) & DRAFT CONCESSION AGREEMENT (DCA) FOR SELECTION OF CONCESSIONAIRE FOR DEVELOPMENT OF COMMERCIAL COMPLEX FACILITY AT EVR PERIYAR SALAI IN CHENNAI ON "DBFOT" BASIS

THE SUPERINTENDING ENGINEER

Special Projects Department,

Greater Chennai Corporation,

Muthamizharignar Kalaignar Mu.Karunanidhi

NIT NO : S.P.D.C. No.B1 /1452 /2025 - **CORRIGENDUM-III - ADDENDUM -1**

ADDENDUM-I NAME OF WORK:	**REQUEST FOR PROPOSAL (RFP) & DRAFT CONCESSION AGREEMENT (DCA) FOR SELECTION OF CONCESSIONAIRE FOR DEVELOPMENT OF COMMERCIAL COMPLEX FACILITY AT EVR PERIYAR SALAI IN CHENNAI ON "DBFOT" BASIS**
NIT NO:	**S.P.D.C. No.B1 /1452 /2025**

We have taken into due consideration of the Addendum-I while submitting our bid.

Signature of the bidder

Name and Address of the bidder

S.No	Reference Document	Clause No.	Existing Clause	Amended/Additional Clause
Request for Proposal (RFP)				
1.	RFP	1.1.6	The Concession Agreement sets forth the detailed terms and conditions for the grant of concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the **"Concession"**). The period of Concession is 35 years (**"Concession Period"**) commencing from the Appointed Date (*as defined in the Draft concession Agreement*) which is inclusive of the Construction Period of 18 (eighteen) months (*refer the Draft Concession Agreement for further details*) for construction/ development and commissioning of the Project at the Project Site (hereinafter referred to as the "**Construction Period**"). It is to be noted by the Bidders that development of EVR Periyar Salai Commercial Complex Facility as per Minimum Development	The Concession Agreement sets forth the detailed terms and conditions for the grant of concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the **"Concession"**). The period of Concession is **45 years** (**"Concession Period"**) commencing from the Appointed Date (*as defined in the Draft concession Agreement*) which is inclusive of the Construction Period of 18 (eighteen) months (*refer the Draft Concession Agreement for further details*) for construction/ development and commissioning of the Project at the Project Site (hereinafter referred to as the "**Construction Period**"). It is to be noted by the Bidders that development of EVR Periyar Salai Commercial Complex Facility as per Minimum Development

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			Requirements and within the specified Construction Period is mandatory.	Requirements and within the specified Construction Period is mandatory.
Draft Concession Agreement (DCA)				
2.	DCA	3.2.1	Subject to early termination of this Agreement in accordance with its terms, the term of Concession for this Agreement is 35 (thirty five) years from the Appointed Date (the "Concession Period"). The Concession Period is inclusive of Construction Period of 18 (eighteen) months reckoned from the Appointed Date.	Subject to early termination of this Agreement in accordance with its terms, the term of Concession for this Agreement is **45 years (forty five years)** from the Appointed Date (the "Concession Period"). The Concession Period is inclusive of Construction Period of 18 (eighteen) months reckoned from the Appointed Date.
3.	DCA	4.1.2	The Authority shall be required to satisfy any or all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of 150 (one hundred and fifty) days from	The Authority shall be required to satisfy any or all of the Conditions Precedent set forth in this Clause 4.1.2 within a period of **180 (one hundred and eighty)**

S.No	Reference Document	Clause No.	Existing Clause	Amended/Additional Clause
			the Effective Date , and the Conditions Precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have:	**days** from the Effective Date , and the Conditions Precedent required to be satisfied by the Authority prior to the Appointed Date shall be deemed to have been fulfilled when the Authority shall have:
4.	DCA	4.1.3	The Conditions Precedent required to be satisfied by the Concessionaire within a period of 150 (one hundred and fifty) days from the Effective Date of this Agreement shall be deemed to have been fulfilled when the Concessionaire shall have:	The Conditions Precedent required to be satisfied by the Concessionaire within a period of **180 (one hundred and eighty) days** from the Effective Date of this Agreement shall be deemed to have been fulfilled when the Concessionaire shall have:
5.	DCA	4.6	**Termination upon delay** Without prejudice to the provisions of Clauses 4.2 and 4.3 and subject to the provisions of Clause 9.2, the Parties expressly agree in the event the Appointed Date	**Termination upon delay** Without prejudice to the provisions of Clauses 4.2 and 4.3 and subject to the provisions of Clause 9.2, the Parties expressly agree in the event the Appointed Date

S.No	Reference Document	Clause No.	Existing Clause	Amended/Additional Clause
			does not occur, for any reason whatsoever, within a period of 150 (one hundred and fifty) days from the Effective Date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Concessionaire, the Performance Security of the Concessionaire shall be encashed and appropriated by the Authority as Damages thereof.	does not occur, for any reason whatsoever, within a period of **180 (one hundred and eighty) days** from the Effective Date of this Agreement or the extended period provided in accordance with this Agreement, all rights, privileges, claims and entitlements of the Concessionaire under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Concessionaire, and this Agreement shall be deemed to have been terminated by mutual agreement of the Parties. Provided, however, that in the event the delay in occurrence of the Appointed Date is for reasons attributable to the Concessionaire, the Performance Security of the Concessionaire shall be encashed and appropriated by the Authority as Damages thereof.

S.No	Reference Document	Clause No.	Existing Clause	Amended/Additional Clause
6.	DCA	21.1.1	Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire hereby agrees and undertakes that it shall achieve Financial Close within a period of 150 (one hundred fifty) days from the date of this Agreement. In the event of delay in achieving the Financial Close, the Concessionaire shall be entitled to a further period not exceeding 90 (ninety) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.5% (zero point five per cent) of the Performance Security for each day of delay, provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 (one hundred and eighty) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial	Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire hereby agrees and undertakes that it shall achieve Financial Close within a period of **180 (one hundred and eighty) days** from the date of this Agreement. In the event of delay in achieving the Financial Close, the Concessionaire shall be entitled to a further period not exceeding 90 (ninety) days, subject to payment of Damages to the Authority in a sum calculated at the rate of 0.5% (zero point five per cent) of the Performance Security for each day of delay, provided that the Damages specified herein shall be payable every week in advance and the period beyond the said 180 (one hundred and eighty) days shall be granted only to the extent of Damages so paid; provided further that no Damages shall be payable if such delay in Financial Close has occurred solely

S.No	Reference Document	Clause No.	Existing Clause	Amended/Additional Clause
			Close has occurred solely as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder by the Concessionaire shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3.	as a result of any default or delay by the Authority in procuring satisfaction of the Conditions Precedent specified in Clause 4.1.2 or due to Force Majeure. For the avoidance of doubt, the Damages payable hereunder by the Concessionaire shall be in addition to the Damages, if any, due and payable under the provisions of Clause 4.3.

The Superintending Engineer
Special Projects Department