

Corrigendum-2

SN	Existing Clause	Revised Clause
Volume -1		
1.	Last date of submission of Bid (Bid-due date) 30.06.2021	Bid due date extended to 13.08.2021
Volume -2		
2.	Clause 1.8 new addition point D	<p>Addition of clause 1.8 D. Access Road for both sites: The access road width provided to the Concessionaire shall be are between the range of 14 feet to 16 feet i.e.4.27 m to 4.88 m depending ROW availability and terrain. This width of road shall be sufficient for transportation of goods & services and evacuation in emergency situation would be possible as this is not a densely populated area, nor it is amidst the city limit.</p>
3.	Clause 1.8 new addition point E	<p>Addition of clause1.8 E. Parking facilities for both sites: The masterplan has an eco-sensitive layout and a conservative approach to parking, as also suggested in the EIA approval. Therefore, a park and ride concept shall be applied here. The park and ride concept entails that a larger consolidated parking lot is created at the masterplan level and from there visitors can either walk to their destination or use an EV vehicle service or in this particular case perhaps also private boats managed by the developer. This concept allows for restrained use of private cars, a richer experience and lesser pollution.</p> <p>This approach is globally followed in many major eco-tourism-based developments:-</p> <ol style="list-style-type: none"> 1. <i>'Park and Ride' is an established low carbon approach to sustainable tourist mobility reducing congestion and improving air quality and the visitor experience.</i> 2. <i>It takes about 10-15mins of boat ride from Palangi (site 1) to Kulara (site 2), according to our site visits, which is quite less & implementable compared to many other water-based tourisms developments.</i>

Project: Development of International Standard Tourism Theme Destination in Punjab on Pathankot Dalhousie Road around Ranjit Sagar Lake on PPP mode (74.76 acres)

		<p>3. The concept of 'park and ride' here also adds to the exclusive experiential quality the development would provide to the visitors, increasing the value.</p> <p>As per the above understanding, following parking areas have been planned:</p> <p>Site 1 -Naloh Tikka Palangi This is proposed to be an exclusive consolidated parking area for Naloh Tikka Palangi and Faugli Tikka Kulara Island. The size and capacity of this area is: Exclusive Parking Site = 6.86 Acres = 27,761 Sqm = 1110 Cars As the facility shall attract more visitors, an additional parking facility has been provisioned near project site 1 which shall not have any construction and shall facilitate as parking for the entire facility at Site 1 & Site 2. The EIA approval considers such additional facility located in close proximity to the functions.</p> <p>Site 2 – Faugli Tikka Kulara This parking area site is as per the prescribed 5% of total site area of Kulara Island. The size and capacity of this area is: 5% of 18.54 Acres = 0.92 Acres = 3723 sqm = 149 Cars</p> <p>Total car parks thus provided is 1110+149 Cars = 1259 Cars</p> <p>The most important aspect for the project is the minimal impact on the present ecology. Therefore, with the Park and Ride concept it is estimated to reduce the usage of cars when compared to urban areas.</p>
Volume - 3		
4.	<p>Clause 9.1.1The Concessionaire, for the performance of its obligations hereunder during the Construction Period, have provided to the Authority prior to signing of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to INR 22 Crore (for Project 1)(Rupees Twenty Two Crores</p>	<p>Revised Clause 9.1.1 The Concessionaire, for the performance of its obligations hereunder during the Construction Period, have provided to the Authority prior to signing of this Agreement, an irrevocable and unconditional guarantee from a Bank for a sum equivalent to INR 13.46 Crore (for Project 1)(Rupees Thirteen Crores Forty Six Lakhs only)/ INR 3.16 Crore (for Project2) (Rupees Three Crores Sixteen Lakhs</p>

Project: Development of International Standard Tourism Theme Destination in Punjab on Pathankot Dalhousie Road around Ranjit Sagar Lake on PPP mode (74.76 acres)

	only)/ INR 5 Crore (for Project2) (Rupees Five Crores only}} in the form set forth in Schedule-D(the “Construction Period Performance Security”).	only}}4 in the form set forth in Schedule-D(the “Construction Period Performance Security”).																																							
5.	<p>Schedule B</p> <table border="1"> <thead> <tr> <th>S.No</th> <th>Timeline</th> <th>Mandatory Development Obligations</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>From Appointed Date</td> <td>Start of onsite development</td> </tr> <tr> <td>2.</td> <td>18 months from Appointed Date</td> <td>Levelling of at least 25% of Permissible Ground Coverage and laying of underground water, power and sewerage lines</td> </tr> <tr> <td>3.</td> <td>24 months from Appointed Date</td> <td>Ground floor roof slab for at least 12.5% of Permissible Built-up area</td> </tr> <tr> <td>4.</td> <td>36 months from Appointed Date (Phase I)</td> <td>Commissioning of at least 25% of Permissible Built-up area</td> </tr> <tr> <td>5.</td> <td>36 months from Appointed Date (Project 2)</td> <td>Commissioning of at least 50% of Permissible Built-up area*</td> </tr> <tr> <td>6.</td> <td>End of 10 years from Appointed Date (Phase II)</td> <td>Commissioning of at least 50% of Permissible Built-up area</td> </tr> </tbody> </table>	S.No	Timeline	Mandatory Development Obligations	1.	From Appointed Date	Start of onsite development	2.	18 months from Appointed Date	Levelling of at least 25% of Permissible Ground Coverage and laying of underground water, power and sewerage lines	3.	24 months from Appointed Date	Ground floor roof slab for at least 12.5% of Permissible Built-up area	4.	36 months from Appointed Date (Phase I)	Commissioning of at least 25% of Permissible Built-up area	5.	36 months from Appointed Date (Project 2)	Commissioning of at least 50% of Permissible Built-up area*	6.	End of 10 years from Appointed Date (Phase II)	Commissioning of at least 50% of Permissible Built-up area	<p>Revised Mandatory Development Obligation clause of Schedule B:</p> <p>Project 1: Niloh Tikka Palangi</p> <table border="1"> <thead> <tr> <th>S.No</th> <th>Timeline</th> <th>Mandatory Development Obligations</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>From Appointed Date</td> <td>Start of onsite development</td> </tr> <tr> <td>2.</td> <td>18 months from Appointed Date</td> <td>Levelling of at least 25% of Permissible Ground Coverage and laying of underground water, power and sewerage lines</td> </tr> <tr> <td>3.</td> <td>24 months from Appointed Date</td> <td>Ground floor roof slab for at least 12.5% of Permissible Built-up area</td> </tr> <tr> <td>4.</td> <td>36 months from Appointed Date (Phase I)</td> <td>Commissioning of at least 25% of Permissible Built-up area</td> </tr> <tr> <td>5.</td> <td>End of 10 years from Appointed Date (Phase II)</td> <td>Commissioning of at least 50% of Permissible Built-up area</td> </tr> </tbody> </table>	S.No	Timeline	Mandatory Development Obligations	1.	From Appointed Date	Start of onsite development	2.	18 months from Appointed Date	Levelling of at least 25% of Permissible Ground Coverage and laying of underground water, power and sewerage lines	3.	24 months from Appointed Date	Ground floor roof slab for at least 12.5% of Permissible Built-up area	4.	36 months from Appointed Date (Phase I)	Commissioning of at least 25% of Permissible Built-up area	5.	End of 10 years from Appointed Date (Phase II)	Commissioning of at least 50% of Permissible Built-up area
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6.	<p>Clause 10.2.1In consideration of the Concession Fee, this Agreement and the covenants & warranties on part of the Concessionaire herein contained, the Authority in accordance with the terms and conditions set forth herein, hereby grants onto the Concessionaire, commencing from the Appointed Date, leave and license rights in respect of all the land (along with any buildings, constructions or immovable assets, if any, thereon) comprising the Site which is described, delineated and shown in Schedule-A (the “Licensed Premises”), on an “as is where is” basis, to develop, operate and</p>	<p>Revised Clause 10.2.1 In consideration of the Concession Fee, this Agreement and the covenants & warranties on part of the Concessionaire herein contained, the Authority in accordance with the terms and conditions set forth herein, hereby grants onto the Concessionaire, commencing from the Appointed Date, leave and license rights in respect of all the land (along with any buildings, constructions or immovable assets, if any, thereon) comprising the Site which is described, delineated and shown in Schedule-A (the “Licensed Premises”), on an “as is where is” basis, free of encumbrances, to develop, operate and maintain the Project on or above the said Licensed Premises, together with all rights, liberties, privileges,</p>															

Project: Development of International Standard Tourism Theme Destination in Punjab on Pathankot Dalhousie Road around Ranjit Sagar Lake on PPP mode (74.76 acres)

	maintain the Project on or above the said Licensed Premises, together with all rights, liberties, privileges, easements and appurtenances whatsoever to the said Licensed Premises, hereditaments or premises or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of the Concession Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever. The Authority further undertakes to procure and provide transfer of possession of the Project Site in the revenue records after seeking approval of State Government.	easements and appurtenances whatsoever to the said Licensed Premises, hereditaments or premises or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of the Concession Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever.
7.	Clause 10.6 The license, right of way and right to the Site granted to the Concessionaire hereunder shall always be subject to the right of access of the Authority, the Monitoring Committee and the Supervision Committee and the construction quality assurance agency and their employees and agents for inspection, viewing and exercise of their right and performance of their obligation under this Agreement.	Revised Clause 10.6 The license, right of way and user right to the Site granted to the Concessionaire hereunder shall always be subject to the right of access of the Authority, the Monitoring Committee, the Supervision Committee, any other competent Authority and agent so nominated for inspection, viewing and exercise of their right and performance of their obligation under this Agreement or otherwise as part of their prescribed duties. All such visits shall be carried out during working hours only with a 24 hours prior intimation to the Concessionaire.
8.	Clause 17.7 In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the rate of 0.1% (zero point one per cent) of the Operation & Maintenance Period Performance Security. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof for continued default. In the event, the	Revised Clause 17.7 In the event that the Concessionaire fails to repair or rectify any defect or deficiency set forth in the Maintenance Requirements within the period specified therein, it shall be deemed to be in breach of this Agreement and the Authority shall be entitled to recover Damages, to be calculated and paid for each day of delay until the breach is cured, at the rate of 0.1% (zero point one per cent) per day of the Operation & Maintenance Period Performance Security subject to a maximum of 180 days. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof for continued default beyond 180 days. In the event, the Concessionaire fails to pay the aforesaid Damages to the Authority, the Authority is entitled to encash and appropriate the relevant amounts from the Performance Security of the

Project: Development of International Standard Tourism Theme Destination in Punjab on Pathankot Dalhousie Road around Ranjit Sagar Lake on PPP mode (74.76 acres)

	<p>Concessionaire fails to pay the aforesaid Damages to the Authority, the Authority is entitled to encash and appropriate the relevant amounts from the Performance Security of the Concessionaire and upon such encashment and appropriation, the procedure specified in Clause 9.3 shall apply mutatis mutandis.</p> <p>Provided that the Authority may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Concessionaire is otherwise in compliance with its obligations hereunder. The Concessionaire shall pay such Damages forthwith and, in the event, that it contests such Damages, the Dispute Resolution Procedure shall apply.</p>	<p>Concessionaire and upon such encashment and appropriation, the procedure specified in Clause 9.3 shall apply mutatis mutandis. Provided that the Authority may, in its discretion, demand a smaller sum as Damages, if in its opinion, the breach has been cured promptly and the Concessionaire is otherwise in compliance with its obligations hereunder. The Concessionaire shall pay such Damages forthwith and, in the event, that it contests such Damages, the Dispute Resolution Procedure shall apply.</p>
9.	<p>clause 17.8.1 In the event the Concessionaire does not maintain and/or repair the Project or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority or the Supervision Committee, as the case may be, the Authority shall, without prejudice to its rights under this Agreement including Termination thereof, be entitled to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty percent) of such cost shall be paid by the Concessionaire to the Authority as damages. For the avoidance of doubt, the right of the Authority under this Clause 17.8.1 shall be without prejudice to its rights and remedies provided under Clause 17.7.</p>	<p>Revised clause 17.8.1 In the event the Concessionaire does not maintain and/or repair the Project or any part thereof in conformity with the Maintenance Requirements, the Maintenance Manual or the Maintenance Programme, as the case may be, and fails to commence remedial works within 15 (fifteen) days of receipt of the O&M Inspection Report or a notice in this behalf from the Authority or the Supervision Committee, as the case may be, the Authority, without prejudice to its rights under this Agreement including Termination thereof, reserves the right to undertake such remedial measures at the risk and cost of the Concessionaire, and to recover its cost from the Concessionaire. In addition to recovery of the aforesaid cost, a sum equal to 20% (twenty percent) of such cost shall be paid by the Concessionaire to the Authority as damages. For the avoidance of doubt, the right of the Authority under this Clause 17.8.1 shall be without prejudice to its rights and remedies provided under Clause 17.7.</p>
10.	<p>Clause 19.1: During Operation Period, the Concessionaire shall, no</p>	<p>Revised Clause 19.1: During Operation Period, the Concessionaire shall no later than</p>

Project: Development of International Standard Tourism Theme Destination in Punjab on Pathankot Dalhousie Road around Ranjit Sagar Lake on PPP mode (74.76 acres)

	later than 7 (seven) days after the close of each month, furnish to the Authority and the Supervision Committee a monthly report stating in reasonable detail the condition of the Project including its compliance or otherwise with the Maintenance Requirements, Maintenance Manual, Maintenance Programme and Safety Requirements, and shall promptly give such other relevant information as may be required by the Supervision Committee. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification.	7 (seven) days after the close of each month, furnish to the Authority and the Supervision Committee a monthly report stating in reasonable detail the condition of the Project including its compliance or otherwise with the Maintenance Requirements, Maintenance Manual, Maintenance Programme and Safety Requirements, and shall promptly give such other relevant information as may be required by the Supervision Committee. In particular, such report shall separately identify and state in reasonable detail the defects and deficiencies that require rectification. The Concessionaire shall prepare the format of such monthly report and get it approved from the Supervision Committee/Authority prior to submission of the same in terms of this clause.
11.	Addition of clause 4.1.3 (j)	4.1.3 (j) {procured the execution of the Escrow Agreement;} ¹
12.	Clause 4.2.3 In the event of such termination, the Authority shall be required to: - (i) refund all the payments made by the Concessionaire as per the terms of the Concession Agreement till the date of such termination subject to deduction of any outstanding dues payable by the Concessionaire; and (ii) release the Construction Period Performance Security.	Revised Clause 4.2.3: In the event of such termination, the Authority shall be required to: (i) refund all the payments made by the Concessionaire as per the terms of the Concession Agreement till the date of such termination subject to deduction of any outstanding dues payable by the Concessionaire; and (i) release the Construction Period Performance Security and {Additional Performance Security} ² .
13.	Addition of Clause 9.5	Clause 9.5 9.5 Additional Performance Security 9.5.1 The Concessionaire in lieu for opening and establishing an Escrow Account in accordance with Article 29, shall provide to the Authority an irrevocable and unconditional guarantee from a Scheduled Bank for a sum equivalent to first

¹ The Concessionaire has an option to either open an Escrow Account in terms of Article 29 or as an alternative to the same, the Concessionaire shall be liable to provide Additional Bank Guarantee to the Authority in lieu thereof and in such case, the following provision shall apply :

(j) provided Additional Performance Security by way of an irrevocable and unconditional guarantee from a Scheduled Bank in favour of the Authority for a sum equivalent to first year of Annual Concession Fee prior to transfer of User Agency by the State Govt. from the Department of Housing and Urban Development, Govt. of Punjab, to the Concessionaire in accordance with Clause 4.1.2(c);

² Retain if applicable

		<p>year of Annual Concession Fee, in accordance with Clause 4.1.3(j) in the form set forth in Schedule-D (the "Additional Performance Security").</p> <p>9.5.2 The Additional Performance Security shall be kept valid and in full force at all times during the Concession Period for the applicable sums through periodic renewals, at least 1 (one) month prior to the expiry of the subsisting Additional Performance Security). In the event the Concessionaire fails to provide the Additional Performance Security of the applicable enhanced amount, at least 1 (one) month prior to the expiry of the subsisting bank guarantee so as to maintain the Additional Performance Security valid throughout the term of the Concession Agreement, the Authority shall have the right to forfeit and appropriate the subsisting Additional Performance Security. Failure of the Concessionaire to maintain the Additional Performance Security Bank Guarantee in full force and effect for the period as stipulated hereunder shall constitute Concessionaire Default.</p> <p>9.5.3 The value of the Additional Performance Security shall escalate at the rate of 5% (five percent) on an annual basis in line with the applicable value of the Annual Concession Fee under Clause 26.2.</p> <p>9.5.4 Upon occurrence of a Concessionaire Default during the Concession Period the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Additional Performance Security as Damages for such Concessionaire Default. Upon such encashment and appropriation from the Additional Performance Security, the Concessionaire shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original level the Additional Performance Security, and in case of appropriation of the entire Additional Performance Security provide afresh Performance Security, as the case may be, and the Concessionaire shall, within the time so granted, replenish or furnish fresh Additional Performance Security as aforesaid failing which the Authority shall be entitled to terminate this Agreement in accordance with Article 34 and appropriate the balance amount of Additional Performance Security (if any available) along with Construction Period Performance</p>
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Project: Development of International Standard Tourism Theme Destination in Punjab on Pathankot Dalhousie Road around Ranjit Sagar Lake on PPP mode (74.76 acres)

		<p><i>Security/ O&M Period Performance Security.</i></p> <p><i>9.5.5 The Additional Performance Security shall be returned by the Authority after the expiry of 6 (Six) months after the Transfer Date subject to fulfilment of all requirements by the Concessionaire upon such expiry, to the satisfaction of the Authority and further subject to adjustment of any Damages or payments that are pending against the Concessionaire.}</i>³</p>
14.	<p>Clause 37.2 Retention of Operation & Maintenance Period Performance Security The Operation & Maintenance Period Performance Security of the Concessionaire shall remain valid and subsisting for a period of 6 (Six) months beyond the Transfer Date.</p>	<p>Revised Clause 37.2 Retention of Operation & Maintenance Period Performance Security and Additional Performance Security The Operation & Maintenance Period Performance Security {and Additional Performance Security}⁴ of the Concessionaire shall remain valid and subsisting for a period of 6 (Six) months beyond the Transfer Date.</p>
15.	<p>Article 45, Definition</p> <p>"Performance Security" shall have the meaning set forth in Article 9 and includes both Construction Period Performance Security and Operation & Maintenance Period Performance Security;</p>	<p>Revised Definition in Article 45:</p> <p>"Performance Security" shall have the meaning set forth in Article 9 and includes the Construction Period Performance Security and/or Operation & Maintenance Period Performance Security and/ or Additional Performance Security;</p>
16.	<p>New addition on Definition 'Additional Performance Security' in Article 45</p>	<p>Article 45:</p> <p>"Additional Performance Security" shall have the meaning set forth in Clause 9.5 of this Agreement;</p>
17.	<p>New addition on Definition 'Net Worth' in Article 45</p>	<p>Article 45</p> <p>"Net worth" is a commonly used financial term as defined by Companies Act, 2013 is Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation</p>

³ Retain if applicable

⁴ Retain if applicable

Project: Development of International Standard Tourism Theme Destination in Punjab on Pathankot Dalhousie Road around Ranjit Sagar Lake on PPP mode (74.76 acres)

		reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
18.	Clause 15.2	Repetitive clause, therefore Deleted.
19.	Clause 23.4.2 If the Concessionaire has reason to believe that the Supervision Committee is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Authority and seek termination of the appointment of the Supervision Committee. Upon receipt of such representation, the Authority shall hold a tripartite meeting with the Concessionaire and the Supervision Committee for an amicable resolution of the Dispute, and if any difference or disagreement between the Authority and the Concessionaire remains unresolved, the Dispute shall be settled in accordance with the Dispute Resolution Procedure. In the event that the appointment of the Supervision Committee is terminated hereunder, the Authority shall appoint forthwith another Supervision Committee in accordance with Clause 23.1	Revised Clause 23.4.2 If the Concessionaire has reason to believe that the Supervision Committee is not discharging its duties and functions in a fair, efficient and diligent manner, it may make a written representation to the Authority and seek replacement of any of its members. Upon receipt of such representation, the Authority shall hold a tripartite meeting with the Concessionaire and the Supervision Committee for an amicable resolution of the Dispute, and if any difference or disagreement between the Authority and the Concessionaire remains unresolved, the Dispute shall be settled in accordance with the Dispute Resolution Procedure. In the event that the appointment of any member of the Supervision Committee is terminated hereunder, the Authority shall appoint forthwith another member to the Supervision Committee in accordance with Clause 23.1.
20.	Addition of clause Point added in Schedule A and B under Lake usage Clause	Concessionaire will be required to take prior written approval from Ranjit Sagar Dam Authority before commencing any activity related to vessel movement in the Lake.
21.	23.2.1 The Supervision Committee shall discharge its duties and functions substantially in accordance with the terms of reference set forth in this agreement.	23.2.1 The duties and functions of the Supervision Committee shall include review and approve the design, Drawings and Documents as set forth in Clause 4.1.2 & Article 12; review, inspection and monitoring of Construction Works to ensure its compliance with the provisions of this Agreement including Applicable Laws, Applicable Permits and Forest Clearance granted by the MoEF in terms of Article 13; conducting of Tests on completion of construction and issuing of Completion/ Provisional Certificate in terms of Article 14; review, inspection and monitoring of O&M and compliance with the Safety Requirements as set forth in Article 17, 19; review, inspection and monitoring

Project: Development of International Standard Tourism Theme Destination in Punjab on Pathankot Dalhousie Road around Ranjit Sagar Lake on PPP mode (74.76 acres)

	<p>23.2.2 The Supervision Committee shall submit regular periodic reports (at least once every month during the Construction Period and quarter thereafter) to the Authority in respect of its duties and functions set forth in this Agreement.</p>	<p>of Divestment Requirements as set forth in Article 36; determining, as required under the Agreement, the cost of any works or services and/ or their reasonableness under Article 16.; determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation; and undertaking all such other roles and responsibilities as specified in the Agreement and the Schedules.</p> <p>23.2.2 The Supervision Committee shall submit regular periodic reports (at least once every month during the Construction Period and quarter thereafter) to the Authority in respect of its duties and functions set forth in this Agreement.</p>
<p>22.</p>	<p>Additional Clause 23.2.3 and 23.2.4</p>	<p>23.2.3 The Supervision Committee shall perform its role in a fair and impartial manner. Further, the independent expert if any appointed by the Supervision Committee shall also discharge its duties in an efficient and unbiased manner consistent with the highest standards of professional integrity and Good Industry Practice.</p> <p>23.2.4 If the Concessionaire has reason to believe that any Member of the Supervision Committee is not acting in a fair manner, it may make a written representation to the Authority and seek replacement of such Member from the Supervision Committee. Upon receipt of such representation, the Authority shall hold a tripartite meeting with the Concessionaire and the Supervision Committee for an amicable resolution, and if any difference or disagreement between the Authority and the Concessionaire persists, the Authority shall appoint another person as Member of the Supervision Committee.</p>
<p>23.</p>	<p>Additional clause in Schedule A & B of DCA</p>	<p>For Project 2 (Kulara), the concessionaire shall develop the bridge connecting the end point of access road to the island with the following considerations:-</p> <ul style="list-style-type: none"> • Consider actual site conditions and ground investigation including several factors like load bearing capacity, detailed soil strata analysis, detailed geotechnical investigation; the bridge type would be decided.

Project: Development of International Standard Tourism Theme Destination in Punjab on Pathankot Dalhousie Road around Ranjit Sagar Lake on PPP mode (74.76 acres)

		<ul style="list-style-type: none"> • Due to the ecological aspect and predominant concept of sustainability. • Trying to retain the sanctity of the site and the experiential quality as well, while having a smooth movement connectivity, it is advised to explore bridge designs which predominantly would have more column free space beneath it (i.e., lesser number of columns), like suspension bridge, cantilever bridge etc.
24.	<p>Clause 35.1.1 (a) the Performance Security has been encashed and appropriated in accordance with Article 9.4 and the Concessionaire fails to replenish or provide fresh Performance Security within a Period of 30 (thirty) days;</p>	<p>Revised Clause 35.1.1 (a) the Performance Security has been encashed and appropriated in accordance with Article 9 and the Concessionaire fails to replenish or provide fresh Performance Security within a Period of 30 (thirty) days;</p>