

**Responses to Pre-bid Queries for Development of International Standard Tourism/Theme Destination in Punjab on Pathankot-Dalhousie road around Ranjit Sagar Lake  
Project – Pre-bid meeting held on 23.09.2022.**

S.N.	Queries	RFP Clause	SSC Responses
1.	Value of all types of securities put together is resulting in a high upfront cost for bidder. PIDB is requested to consider waiving of performance security during construction in lieu of upfront premium being asked from bidder or option of <b>Corporate Guarantee</b> should be allowed.	Performance Security RFP Clause 3.2.2 i. The Concessionaire shall, for the performance of its obligations hereunder provide to the Authority prior to signing of the Concession Agreement, an irrevocable and unconditional Bank guarantee, towards the Performance Security for the Project on or prior to signing of the Concession Agreement. ii. The Performance Security amount would be equal to 5% of Estimated Project Cost of the Project. iii. The validity of Performance Security would be for 3 (Three) years and shall be renewed as per provisions of Concession Agreement.	No change. As per RFP.
2.	The fixed annual concession fee of 2 Cr is very high and makes the project unviable as this is a new destination and it will take time to develop. It is recommended to keep the concession fee	Annual Concession fee RFP Clause 3.2.4 b. The annual Concession Fee to be paid would be <b>INR 2.00 Crore</b> for the Project. c. The Annual Concession Fee would be escalated at the rate of 4% (four percent) cumulative each on an annual basis	No change. As per RFP.
3.	Reserve price is not given in the document. Reserve Price for the upfront premium can be defined as per realistic market value.	Reserve Price RFP Clause 3.2.5 a) As part of the Financial Bid, the Bidder would be required to quote the <b>Upfront Premium (“Bid Parameter”)</b> that it is willing to provide to the Authority. The Bidder who is adjudged responsive and meets the minimum eligibility as per Clause 3.1 of the RFP and who quotes the highest Upfront Premium would be declared as the <b>Selected</b>	No change. As per RFP.

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		<p><b>Bidder.</b></p> <p>b) Bidder shall pay the entire Upfront Premium in two equal instalments. The first instalment has to be paid at the signing of the agreement and the second instalment shall be required to be paid within 15 (fifteen) days from the first anniversary of the Effective Date i.e. date of signing of the Agreement.</p>	
4	<p>4% increment cumulative each on an annual basis is very high and not justifiable as even the annual inflation does not come to 4% per annum. The investor is creating a destination for the development of State tourism and investing huge sums of money and this being a cyclic business, our profits depend on competition, seasons, destinations, and other factors hence 4% annual increment does not work for this industry.</p> <p>It is recommended to keep WPI linked escalation every 3 years.</p>	<p>Annual Concession fee RFP Clause 3.2.4</p> <p>b. The annual Concession Fee to be paid would be <b>INR 2.00 Crore</b> for the Project.</p> <p>c. The Annual Concession Fee would be escalated at the rate of 4% (four percent) cumulative each on an annual basis</p>	<p>No change. As per RFP.</p>
5	<p>60 years concession period to be changed to 90 years considering the Green Field character and substantial investments involved in the project. In addition, Concession period should be made exclusive of construction period.</p>	<p>Concession Period RFP Clause 1.3</p> <p>The Project would be undertaken on a PPP mode with Concession Period (“<b>Concession Period</b>”) of 60 (sixty) years. The construction period for the Project is thirty six (36) months from the Appointed Date (as defined in the Draft Concession Agreement). The list of project facilities to be developed at the site under the Project, are mentioned in Volume II – Project Information Memorandum document and the Draft Concession Agreement. The Development shall be in accordance with the guidelines stated in the Detailed Project Report as approved under the Forest Clearance of the project. The Detailed Project Report would be available at PIDB’s office and Bidder may choose to view the document and familiarize</p>	<p>No change. As per RFP.</p>

S.N.	Queries	RFP Clause	SSC Responses
		with the provisions of Detailed Project Report	
6	Construction period of 36 months should be exclusive of approval periods as approvals likely to take 12 months.	<p>Construction Period RFP Clause 1.3</p> <p>The Projects would be undertaken on a PPP mode with Concession Period (“<b>Concession Period</b>”) of 60 (sixty) years. The construction period for the Project is thirty six (36) months from the Appointed Date (as defined in the Draft Concession Agreement). The list of project facilities to be developed at the site under the Project, are mentioned in Volume II – Project Information Memorandum document and the Draft Concession Agreement. The Development shall be in accordance with the guidelines stated in the Detailed Project Report as approved under the Forest Clearance of the project. The Detailed Project Report would be available at PIDB’s office and Bidder may choose to view the document and familiarize with the provisions of Detailed Project Report</p>	<p>Commencement of construction shall start after all the Conditions Precedents have been complied. Refer Article 24, Clause 4.1 and definition of Appointed Date.</p> <p>No change. As per RFP.</p>
7	<p>It is suggested to modify the eligibility condition by including Cash &amp; Cash equivalent as an alternative option.</p> <p>Request to modify financial eligibility criteria as below.</p> <ol style="list-style-type: none"> <li>1. Net Worth OR Cash &amp; Cash Equivalent of INR 26 Crores</li> <li>2. Turnover</li> </ol> <p><u>Documentary Proof:</u></p> <p>Cash &amp; Cash Equivalents and Turnover to be certified by a Chartered Accountant.</p> <p>In a similar RFP process under PPP, the Maharashtra Government adopted the above eligibility. Please refer MTDC tender</p>	<p>Financial Eligibility Clause 3.1.3</p> <p><i>Existing: The applicant shall have the minimum Net Worth (the “Financial Capacity”) of Rs. 26 Crores as at close of financial year i.e. 31.03.2021.</i></p>	<p>No change. As per RFP.</p>

S.N.	Queries	RFP Clause	SSC Responses
	MTDC/E-Tender/2022/L&E/233 52 which is shared for reference.		
8	It is suggested that bidder is given flexibility to execute the project under bidding entity itself, if formation of SPV is not permitted due to restrictions on number of SPVs under a listed entity, in accordance with company's law.	<p>SPV requirement</p> <p>5.3 Obligations relating to Change in Ownership</p> <p>5.3.1 The Concessionaire shall not undertake or permit any Change in Ownership, except with the prior written approval of the Authority.</p> <p>5.3.2 Notwithstanding anything to the contrary contained in this Agreement, the Selected Bidder/ Consortium Members, together with its/their Associates, shall hold not less than 100% (one hundred per cent) of the subscribed and paid-up equity of the Concessionaire and that the Lead Member shall hold at least 51% (fifty one percent) of Equity as on the date of signing of the Agreement till the end of 5 years from the date of Commercial Operation Date. After expiry of 5 years, each Consortium Member, together with their Associates, whose technical and financial capacity has been evaluated for the purposes of qualification in response to the Request for Proposal, shall hold in SPV, not less than 26% (twenty six per cent) of the issued and paid up Equity till the 10<sup>th</sup> anniversary of the Commercial Operation Date or Termination of this Agreement whichever is earlier. The Sole bidder, together with its associates, shall hold in the SPV, at least 51% (fifty one percent) of Equity after expiry of 5 years, and shall continue to hold, till the 10<sup>th</sup> anniversary of Commercial Operation Date or Termination of this Agreement whichever is earlier. For</p>	No change. As per RFP.

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		the purpose of equity holding, lock-in-period shall be defined as 10 years from the agreement date.	
9	<p>In order to PIDB to facilitate all approvals as single window facility on behalf of concessionaire and commit the timeline for approvals like it is done by other state governments For e.g., Odisha Tourism Department has a single window system for providing approvals at the state level.</p> <p>Active support by the Government by way of facilitation and coordination with different Govt departments and agencies is highly critical for the timely project completion and operations.</p>	<p>1.5 Statutory Clearance Project Approvals - The bidder shall be responsible for obtaining various NOCs, approvals (if any) for commissioning and executing this project.</p>	<p>Refer clause 6.1.2 (a) of DCA that provides that the Authority shall provide all reasonable support and assistance to the Concessionaire in procuring Applicable Permits required from any Government Instrumentality for implementation and operation of the Project including Change of User Agency in Forest Clearance, State Pollution Control Board approval, Eco- Tourism Committee approval etc.</p>
10	<p>1. The bidder /concessionaire should be allowed flexibility to develop Eco Resort facility as per own business plan within the permissible BUA, if design intent of eco resort and stage I forest clearance is not violated.</p> <ul style="list-style-type: none"> <li>○ <b>Proposed Villas/ Keys</b></li> <li>● The room matrix / mix between standard rooms and villa to be decided by concessionaire based on business plan and should be based on its own configuration and typology.</li> <li>○ <b>Recommended concessions on byelaws</b></li> <li>● The design typologies/ master plan indicated in the document as a reference should serve as guidelines and not a mandatory requirement.</li> <li>● The height restrictions indicated are 9 m and G+1, however, 12 m max height and three-story configuration gives more flexibility in design.</li> </ul>	<p>SCHEDULE – ‘B’ SCOPE OF PROJECT AND SPECIFICATIONS Designing: The development shall be in accordance with the guidelines stated in the Detailed Project Report as approved under the Forest Clearance of the project.</p>	<p>The Bidder/Concessionaire will have flexibility to develop Eco Resort facility as per their business plan, however the same shall be in accordance with Punjab Eco Tourism Policy.</p> <p>The Stage-1 Forest Clearance has been provided on the tentative plan contained in the DPR. Final layout plan shall be submitted by Concessionaire for Stage-2 Forest Clearance.</p>

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	<ul style="list-style-type: none"> <li>Similarly use of local material should be a generic guideline not a mandatory condition to maintain flexibility and control costs.</li> </ul>		
11	<p><b>Road access</b> <b>Connectivity from Highway:</b></p> <p>The entire access to the site from the highway is through a narrow lane going through middle of villages, is not adequate and will be a bottleneck in creating a high standard tourist destination. The entire length of road ~4-5 Km is very narrow with only 2.5-to-3-meter width. This width of road does not allow for vehicles coming from opposite sides to pass. Since the authority is planning large tourism project at this location, request that this road is widened to min 2 lane road as the resort needs to have fair connectivity with the surrounding context for easy accessibility.</p> <p>Two-way road connectivity from main road to project site is critical, which not only helps in avoiding traffic congestion and to be prepared to face any eventualities and emergency situations.</p>	<p>Access to project location</p> <p>DCA 10.5 Special / Temporary right of way</p> <p>The Concessionaire shall bear all costs and charges for any special or temporary right of way required by it in connection with access to the Site. The Concessionaire shall obtain at its cost such facilities on or outside the Site as may be required by it for the purposes of the Project and the performance of its obligations under this Agreement. In case the Concessionaire intends to maintain access to the site, it may do so by way of pontoon bridge or alike structure with prior written approval of the Authority/appropriate government instrumentality.</p>	<p>The scope of widening the roads is unlikely due to Hilly terrain. The available Row and the facility will be provided on as is where is basis.</p> <p>The bidder may visit the site.</p>
12	<p><b>Last mile connectivity to island/ Bridge access</b></p> <p>Currently there is no vehicular access to the island, The current walkway passage through a filled-up earth is not connected to the road (high level difference) as well as it gets submerged during the monsoon.</p> <p>Resort of this size and scale will require a proper vehicular</p>	<p>1.6 Applicable Building Norms and Guidelines</p> <p>Entry via Waterways/Boating decks and 6m access road connection from nearest Public/ village road as per Master Plan</p>	<p>Access to the site shall be by developed and maintained by the Concessionaire by way of pontoon bridge/ Causeway/ ropeway or alike structure with prior written approval of the Authority/ appropriate government instrumentality.</p> <p>Necessary approval from government</p>

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	<p>access connecting to the existing road and linking at appropriate level inside the island in all weather conditions.</p> <p>This bridge connectivity is basic requirement for the concessionaire to gain connectivity to the site for construction and operations. Moreover, the concessionaire will not have any rights on the land area falling outside the project area granted to them and construction of bridge is a specialized job and time-consuming activity, which should be taken up separately and prior to the project hand-over.</p> <p>Pontoon bridge is generally constructed in the river/ water and may not be feasible at this location and also not suitable for fire tender movement which is required as per applicable building regulations.</p> <p>Also as per the guidelines provided in RFP 6 m proper road access is to be provided.</p> <p>Henceforth it is requested for PIDB to ensure proper all-weather bridge access to the site and an assurance in this regard may be provided.</p>		<p>instrumentality will be granted to the Concessionaire for development of such bridge/structure as per Forest Clearance.</p>
13	<p>As per applicable building guidelines provided in RFP, access to the site is to be provided as 6 m while the internal road width requirement is kept as 9 m ROW, which are contradictory to each other. 9 m wide internal road will require removing/ disturbing more trees which is not advisable for an eco-resort and should be maintained as 6</p>	<p>1.6 Applicable Building Norms and Guidelines</p> <p>Minimum 9m RoW; clear, unobstructed emergency access path for fire tender.</p> <p>Entry via Waterways/Boating decks and 6m access road connection from.</p>	<p>As per Eco-Tourism Policy, Maximum 5% of the total site area is earmarked for Roads and Parking.</p> <p>Please refer the DPR and Addendum.</p>

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	<p>m.</p> <p>This needs clarification and definition of permanent structure to be provided. Will the steel structure with concrete foundation be permitted under this definition?</p>	<i>no permanent structure will be erected in Kulara....”</i>	
14	<p><b>Parking:</b></p> <p>As per PUDA bye laws parking norms of 2 ECS for 100 sqm FSI is applicable which translates to 600 ECS for Kulara island project which is very high and not achievable with 5% cap on parking + road area. This requirement is in contrary to the ECO Resort definition.</p> <p>Special provision to be made for this project to reduce the parking requirement and alternate offsite location to be provided for parking to protect the bio diversity of the island and reduce impact of construction.</p> <p><b>Tree Cutting</b></p> <p>Kulari site is full of mature/ grown trees, which will need to be felled for any development to happen. RFP specifies proposal for felling of ~3100 tree between the 2 sites.</p> <p>Request clarity on how many trees have been identified for site no 2 and Site 1 respectively</p>	<p>1.7 Area statement as per norms * Taking parking site into FAR would not allow us to use it as parking as parking area cannot be more than 5% of the site.</p> <p>1.7 Area statement as per norms</p>	<p>The parking area of the 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. 1 ECS is considered at 25 Sqm. Please refer the attached DPR</p> <p>The detailed list of trees which are to be felled is attached at Annexure ‘A’.</p>



<b>Concession Agreement</b>			
15	<p>For fast-tracking project related approvals, it is suggested that PIDB designate a senior Government functionary as a Nodal Officer for the project.</p> <p>In addition, it is suggested, to make provisions in the agreement to adjust the project period, if the approvals/clearances are delayed inordinately from the respective authorities for reasons beyond the capacity of the Concessionaire.</p>	<p>Schedule J Status of Approvals, Clearances and Studies conducted</p>	<p>No Change. As per DCA</p> <p>Kindly refer 12.4 <b>Scheduled Completion Date</b></p>
16	<p>Kindly verify whether it will be completed in accordance with all the T&amp;C mentioned in the Agreement.</p>	<p>DCA Article 12 <b>12.1 Obligations prior to commencement of construction</b> Prior to commencement of Construction Works, the Concessionaire during Conditions Precedent Period shall have:</p> <p>(a) submitted to the Authority for approval its detailed design including location of various facilities comprising the Project, type and capacity of parking, entry &amp; exit area plan, underground civil work, sewage treatment plant, details of non-conventional energy source system for the Project, power backup, fire safety measures, etc., construction methodology, quality assurance procedures, and the procurement, engineering and construction milestones for completion of the Project in accordance with the Project Completion Schedule as set forth in <b>Schedule-E</b>;</p> <p>(b) appointed its representative duly authorized to deal with the Authority in respect of all matters under or arising out of or relating to this Agreement;</p>	<p>Article 12 is self explanatory.</p>

		<p>(c) obtained all Applicable Permits and approvals, either from the Authority or the concerned Government Instrumentality/ies including from MoEF&amp;CC, SPCB, Eco- Tourism Board (established under Eco-Tourism Policy) or local authorities as the case may be, necessary to commence construction of the Project &amp; Project Facilities and accordingly undertake, do and perform all such acts, deeds and things as may be necessary or required before commencement of construction under and in accordance with this Agreement, the Applicable Laws and Applicable Permits;</p> <p>(d) selected/ appointed at its own cost architect(s), structural engineers, planning engineers, environment expert, consulting engineers, lake/ water body usage engineers, other experts, specialists, etc., having the requisite experience and capability necessary for the Project;</p> <p>(e) made its own arrangements for quarrying of materials needed for the Project under and in accordance with the Applicable Laws and Applicable Permits;</p> <p>(f) submitted to the Authority an Area Management Plan broadly covering and including but not limited to rainwater harvesting, solid waste management, liquid waste management, provision of public convenience, lake usage, utilities etc.;</p> <p>(g) obtain at its cost and expense all the statutory approvals required for undertaking the construction works from statutory authorities/ competent authorities in addition to the Authority herein, including approval in respect of any plans and drawings of the Project Facility; and</p>	
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		(h) submitted an Environmental Management Plan in accordance with the existing environmental laws including the provisions of the Eco-Tourism Policy of the Government of Punjab, approved DPR, terms of the Environmental Clearance granted by State Level Environment Impact Assessment Authority Punjab vide ref no. SEIAA/2017/67 dated 23.01.2017 and Stage-1 Forest Clearance granted by the Ministry of Environment & Forest & Climate Change vide letter dated 10.08.2020 and the Stage 2 Forest Clearance granted, to the Authority. The Monitoring Committee/ Supervision Committee shall oversee and ensure implementation of the Environment Management Plan	
17	<p>No review and/ or observation of the Authority and/or its failure to review and/ or convey its observations on any Drawings shall relieve the Concessionaire of its obligations and liabilities under this Agreement in any manner nor shall the Supervision Committee or the Authority be liable for the same in any manner. This clause is onerous and will lead to serious interpretation issues and hence should be dropped</p> <p>There is no mechanism as to raising objections or putting forth the viewpoint as to the recommendations/ decision of the Monitoring/ Supervision Committee. The same must be put in place in clear parlance.</p>	<p>DCA Clause 12.3 (a)</p> <p><b>12.3 Drawings</b></p> <p>In respect of the Concessionaire's obligations with regard to the detailed Drawings of the Project, the following shall apply:</p> <p>(a) The Concessionaire shall prior to undertaking any construction works, prepare and submit, with reasonable promptness and in such sequence as is consistent with the Project Completion Schedule, two copies each of all Drawings to the Authority for review</p>	<p>a. No Change.</p> <p>b. Refer Addendum.</p>
18	Damages must be reasonable, and not on per day basis, for delay in COD from the Scheduled Date. Further, there should not be termination rights in case of delay of only 120 days or so.	<p>Clause 15.2</p> <p><b>Damages for delay</b></p> <p>Subject to the provisions of Clause 12.4, if COD does not occur on or before the 61<sup>st</sup> (sixty first) Day from the Scheduled</p>	No Change.

		<p>Completion Date unless the delay is on account of reasons solely attributable to the Authority or due to Force Majeure, the Concessionaire shall pay Damages to the Authority at the rate of 0.1 % (zero point one per cent) of the amount of Performance Security for delay of each day until COD is achieved. In the event, the Concessionaire fails to achieve COD within a period of 120 (one hundred and twenty) days from Scheduled Completion Date without prejudice to the other rights of the Authority under this Agreement, the Authority shall have the right to terminate the Agreement for Concessionaire Default.</p>	
19	<p>The Power as to Change in Scope cannot be exercised at any stage of the Project. It is to be clarified as to till what stage the Scope may be changed.</p>	<p>Clause 16  16.1.1 The Authority may, notwithstanding anything to the contrary contained in this Agreement, require the provision of additional works and services which are not included in the Scope of the Project as contemplated by this Agreement (the “<b>Change of Scope</b>”). Any such Change of Scope shall be made in accordance with the provisions of this Article 16.  16.1.2 Any work or services which are provided under and in accordance with this Article 16 shall form part of the Project and the provisions of this Agreement shall apply <i>mutatis mutandis</i> to such works or services.  <b>16.2 Procedure for Change of Scope</b>  16.2.1 In the event of the Authority determining that a Change of Scope is necessary, it shall issue to the Concessionaire a notice specifying in reasonable detail the works and services contemplated there under (the “Change of Scope Notice”).  16.2.2 Upon receipt of a Change of Scope Notice, the</p>	<p>No Change.</p>

		<p>Concessionaire shall, with due diligence, provide to the Authority such information as is necessary, together with preliminary Documentation in support of:</p> <ul style="list-style-type: none"> <li>(a) the impact, if any, which the Change of Scope is likely to have on the Project Completion Schedule if the works or services are required to be carried out during the Construction Period; and</li> <li>(b) the options for implementing the proposed Change of Scope and the effect, if any, each such option would have on the costs and time thereof, including a detailed breakdown by work classifications specifying the material and labour costs calculated in accordance with the schedule of rates applicable to the works assigned by the Authority to its contractors, along with the proposed premium/discount on such rates; provided that the cost incurred by the Concessionaire in providing such information shall be reimbursed by the Authority to the extent such cost is certified by the Supervision Committee as reasonable.</li> </ul> <p>16.2.3 Upon receipt of information set forth in Clause 16.2.2, if the Authority decides to proceed with the Change of Scope, it shall convey its preferred option to the Concessionaire, and the Parties shall, with assistance of the Supervision Committee, thereupon make good faith efforts to agree upon the time and costs for implementation thereof. Upon reaching an agreement, the Authority shall issue an order (the “<b>Change of Scope Order</b>”) requiring the Concessionaire to proceed with the performance thereof. In the event that</p>	
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		<p>the Parties are unable to agree, the Authority may, by issuing a Change of Scope Order, require the Concessionaire to proceed with the performance thereof pending resolution of the Dispute, or carry out the works in accordance with Clause 16.5.</p> <p>16.2.4 The provisions of this Agreement, insofar as they relate to Construction Works and Tests, shall apply <i>mutatis mutandis</i> to the works undertaken by the Concessionaire under this Article 16.</p>	
20	<p>These clauses are found to be very stringent and hence need to be made fairer for both parties</p>	<p>Clause 17.8 and Clause 17.9</p> <p><b>17.8 Authority's right to take remedial measures</b></p> <p>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&amp;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>17.8.2 The Authority shall have the right, and the Concessionaire hereby expressly grants the Authority the right to</p>	<p>No Change.</p>

		<p>recover the costs and Damages specified in Clause 17.8.1 directly from the Escrow Account as if such costs and Damages were O&amp;M Expenses, and for that purpose, the Concessionaire hereby agrees to give irrevocable instructions to the Escrow Bank to make payment from the Escrow Account in accordance with the instructions of the Authority under this Clause 17.8.2 and debit the same to O&amp;M Expenses.</p> <p><b>17.9 Overriding powers of the Authority</b></p> <p>17.9.1 If in the reasonable opinion of the Authority, the Concessionaire is in material breach of its obligations under this Agreement and, in particular, the Maintenance Requirements, and such breach is causing or likely to cause any material hardship or danger to the Project or any component thereof, the Authority may, without prejudice to any of its rights under this Agreement including Termination thereof, by notice require the Concessionaire to take reasonable measures immediately for rectifying or removing such hardship or danger, as the case may be.</p> <p>17.9.2 In the event that the Concessionaire, upon notice under Clause 17.9.1, fails to rectify or remove any hardship or danger within a reasonable period, the Authority may exercise overriding powers under this Clause 17.9.2 and take over the performance of any or all of the obligations of the Concessionaire to the extent deemed necessary by it for rectifying or removing such hardship or danger; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required hereunder; provided further that any costs and expenses incurred by the Authority in discharge of its obligations</p>	
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		<p>hereunder shall be deemed to be O&amp;M Expenses, and the Authority shall be entitled to recover them from the Concessionaire in accordance with the provisions of Clause 17.8 of this Agreement.</p> <p>17.9.3 In the event of a national emergency, civil commotion or any other act specified in Clause 32.3, the Authority may take over the performance of any or all the obligations of the Concessionaire to the extent deemed necessary by it or as directed by the Government, and exercise such control over the Project or give such directions to the Concessionaire as may be deemed necessary; provided that the exercise of such overriding powers by the Authority shall be of no greater scope and of no longer duration than is reasonably required in the circumstances which caused the exercise of such overriding power by the Authority. For the avoidance of doubt, the consequences of such action shall be dealt in accordance with the provisions of Article 32. It is also agreed that the Concessionaire shall comply with such instructions as the Authority may issue in pursuance of the provisions of this Clause 17.9, and shall provide assistance and cooperation to the Authority, on a best effort basis, for performance of its obligations hereunder.</p>	
21	Force Majeure clause requires modification to make the same equitable	<p>Clause 32</p> <p><b>32.1 Force Majeure</b></p> <p>As used in this Agreement, the expression “<b>Force Majeure</b>” or “<b>Force Majeure Event</b>” shall mean occurrence in India of any or all of Non-Political Event, Indirect Political Event and Political Event, as defined in Clauses 32.2, 32.3 and 32.4 respectively, if it materially and adversely affects the performance by the Party claiming the</p>	No Change.



		benefit of Force Majeure (the “ <b>Affected Party</b> ”) of its obligations, in whole or in part, under this Agreement and which act or event (i) is beyond the reasonable control of the Affected Party, (ii) the Affected Party could not have prevented or overcome by exercise of due diligence and following Good Industry Practice or reasonable skill and care, (iii) does not result from negligence or misconduct of such Affected Party or the failure of such Affected Party to perform its obligations under this Agreement, and (iv) has Material Adverse Effect on the Affected Party.	
22	Damages are to be quantified as well and cannot be vague. It is suggested to modify the clause accordingly.	<p>Clause 33</p> <p><b>33.5 Mitigation of costs and damage</b> The Affected Party shall make all reasonable efforts to mitigate or limit the costs and damage arising out of or as a result of breach of Agreement by the other Party.</p>	No Change
23	Suspension Clause) is onerous and hence requested to amend suitably, to protect both parties’ rights	<p>Article 34</p> <p><b>34.1 Suspension upon Concessionaire Default</b> Upon occurrence of a Concessionaire Default, the Authority shall be entitled, without prejudice to its other rights and remedies under his Agreement including its rights of Termination hereunder, to (i) suspend all rights of the Concessionaire under this Agreement including the Concessionaire's right to collect User Charges, and other revenues pursuant hereto, and (ii) exercise such rights itself or authorize any other person to exercise the same on its behalf during such suspension (the “<b>Suspension</b>”). Suspension hereunder shall be effective forthwith upon issue of notice by the Authority to the Concessionaire and may extend up to a period not exceeding 180 (one hundred and eighty) days from the date of issue of such notice; provided that</p>	No Change

		upon written request from the Concessionaire and the Lenders' Representative, the Authority shall extend the aforesaid period of 180 (one hundred and eighty) days by a further period not exceeding 90 (ninety) days.	
24	Suspension Clause) is onerous and hence requested to amend suitably, to protect both parties' rights	<p>Article 35</p> <p><b>35.1 Termination for Concessionaire Default</b></p> <p>Save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within the Cure Period set forth below or within the Cure Period specified anywhere else in this Agreement, or where no Cure Period is specified, then within a Cure Period of 60 (Sixty) days or as mutually agreed upon through written communication, the Concessionaire shall be deemed to be in default of this Agreement (a "<b>Concessionaire Default</b>"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to a Force Majeure Event.</p>	No Change
25	Assignment rights under Clause 38.4 needs clarification, as to who can be the assignee	<p>Clause 38.4</p> <p><b>Assignment by the Authority</b></p> <p>Notwithstanding anything to the contrary contained in this Agreement, the Authority may, after giving 60 (sixty) days' notice to the Concessionaire, assign any of its rights and benefits and/or obligations under this Agreement; to an assignee who is, in the reasonable opinion of the Authority, capable of fulfilling all of the Authority's then outstanding obligations under this Agreement.</p>	No Change

**ADDENDUM**

**Schedule – 'J'**

**STATUS OF APPROVALS, CLEARANCES AND STUDIES CONDUCTED**

<b>Sr.No.</b>	<b>Approvals/Clearances/Studies</b>	<b>Existing Clause</b>	<b>Modified Clause</b>
<b>2.</b>	Forest Clearance from Regional office of MoEFCC, Chandigarh.	<p>Forest Clearance was obtained vide approval letter dated 10.08.2020 for the Project. The clearance has been granted for a total area of 18.54 acres. The terms and conditions prescribed are enclosed in the PIM document.</p> <p>Stage II clearance has to be obtained by Concessionaire with the assistance from the State Government / Authority.</p>	<p>Forest Clearance was obtained vide approval letter dated 10.08.2020 for the Project. The clearance has been granted for a total area of 18.54 acres. The terms and conditions prescribed are enclosed in the PIM document.</p> <p>Stage II Forest Clearance will be obtained by the State Government / Authority.</p>

<b>Clause/Article</b>	<b>Existing Clause</b>	<b>Modified Clause</b>
23.1 of DCA	The Authority shall appoint a committee comprising of officials/experts to monitor and supervise the project under this Agreement (the "Supervision Committee"). The appointment shall be made no later than 90 (ninety) days from the date of signing of this Agreement and shall be for a period of 5 (five) years. On expiry or termination of the aforesaid period, the Authority may in its discretion renew the appointment, or appoint another committee to be the Supervision Committee for a term of 5 (five) years, and such procedure shall be repeated after expiry of each appointment.	The Authority shall appoint a committee comprising of officials/experts to monitor and supervise the project under this Agreement (the "Supervision Committee"). <b>Upon written request of the Concessionaire, the Concessionaire may nominate one individual to be part of Supervision Committee for the sole purpose of representing the Concessionaire.</b> The appointment shall be made no later than 90 (ninety) days from the date of signing of this Agreement and shall be for a period of 5 (five) years. On expiry or termination of the aforesaid period, the Authority may in its discretion renew the appointment, or appoint another committee to be the Supervision Committee for a term of 5 (five) years, and such procedure shall be repeated after expiry of each appointment.
1.6 (a) of the PIM Permissible Road Widths	<ul style="list-style-type: none"> <li>● <b>Minimum 9m RoW</b>; clear, unobstructed emergency access path for fire tender</li> <li>● Total roads+ Parking area – Max 5% of the total site area (as per Eco Tourism Policy)</li> </ul>	<ul style="list-style-type: none"> <li>● <b>Minimum 6m RoW</b>; clear, unobstructed emergency access path for fire tender</li> <li>● Total roads+ Parking area – Max 5% of the total site area (as per Eco Tourism Policy)</li> </ul>