

Landscaping, Beautification, Up-gradation, Operation, Maintenance and Management of a Land Chunk, in Amritsar, on Main Amritsar-Jalandhar GT Road, Amritsar on PPP Format

ADDENDUM TO THE RFP DOCUMENT

Sl.No	Query	Replies/ Amendments
1	The contract period mentioned in clause 2.3 is 5 years. Since the company will be making lot of capital investment for upkeep and beatification of the area it is requested that the contract period may kindly be enhanced to 10 Years.	The Contract Period has been extended from 5 years to 8 years.
2	The provision of PIDB name and logo can be made by way of a normal signage instead of electronic hoarding as was discussed and agreed during the pre Bid meeting.	<p>Clause 4.2 of the draft Management Contract to be read as under:</p> <p>(v) <i>“Shall have the right to locate electronic hoardings and advertisement boards, as per the applicable laws, on the Project Site and generate maximum revenue from it. However, it is being clarified here that in case of electronic hoardings no charges shall be levied on PIDB for using the advertisement boards for their projects;</i></p> <p>(vi) <i>“Shall ensure that name and logo of PIDB is engraved, both in English and Punjabi, in one of the Glow Signage, at all times during the subsistence of the Management Contract, which is visible prominently to the public at large. However, the Glow Signage and landscaping of the Project Site shall have the features as laid down in Annexure-A.”</i></p>
3	Latest status of court cases pending may be given. It is also informed that there shall absolutely be no liability on our part for these court cases. All pending legal matters or any further case pertaining to this land will be entirely dealt by PIDB and we shall in no way be responsible for any legal issues.	As per RFP document

4.	<p>Article 2 of the draft Management Contract : Conditions Precedent</p>	<p>Article 2 of the draft Management Contract to be read as under:</p> <p>“2. CONDITIONS PRECEDENT</p> <p>Subject to express terms to the contrary, any legitimate rights arising in law, the rights and obligations under this Management Contract shall take effect only upon fulfilment of all the Conditions Precedent set out in Articles 2.1 and 2.2 on or before the expiry of a period of 40 (forty) days from the Proposal Acceptance Date. However, the Owner may at any time at its sole discretion waive fully or partially any of the Conditions Precedent of the Operator.</p> <p>2.1 Conditions Precedent for the Owner</p> <p>The Owner shall have</p> <p>a) Executed and registered, with the Competent Authority, the Lease Deed (in the form attached hereto in Schedule I and co-terminus with this Management Contract) in favour of the Operator, at its own cost and handed over to the Operator the Project Site. <i>It is however clarified that this Conditions Precedent on the part of the Owner shall be fulfilled at the end, when all other Conditions Precedent of both the Parties are met/fulfilled or waived off as per Clause 2.2</i> and</p> <p>b) Shall approve the proposal/ design containing the overall concept of landscaping and beautification of the Project Site, within 10 days from the date of receipt of the proposal.</p> <p>2.2 Conditions Precedent for the Operator</p> <p>The Operator shall have:</p> <p>a. Made all the applications at its cost and procured the Clearances;</p> <p>b. Submitted, to the Owner for approval, the overall schematic design layout of Project Site clearly showing the Glow Signage of PIDB name and logo, specifying location, size, height and angle of display, within 30 (thirty) days</p>
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from the Proposal Acceptance Date as per Annexure A;

- c. Made necessary landscaping (hard and soft), beautification and upgradation of the Facility/ Project Site as per Annexure 'A' and make it operational in all respect. It is being clarified here that the process of landscaping, beautification and upgradation of the Project Site shall be carried out pursuant to the approval of the proposal by the Owner; and
- d. Provided an undertaking that all of the representations and warranties of the Operator set forth in Article 5.21 are true and correct as on date of this Management Contract and as on the Compliance Date and thereafter;

Provided that upon request in writing by the Operator, the Owner may, at its sole discretion, waive fully or partially any or all the Conditions Precedent set forth in this Article 2.2.

2.3 Compliance Certificate

- a. Each Party hereto shall use all reasonable endeavours at its cost and expense to procure the satisfaction in full of its respective Conditions Precedent set out above within 40 days of Proposal Acceptance Date.
- b. Upon satisfaction in full of all Conditions Precedent for a Party, the other Party shall forthwith issue to such Party a Certificate of Compliance with the Conditions Precedent (the "**Compliance Certificate**").
- c. The later of the date of issue of the Compliance Certificate to the Operator or the Owner shall be the "**Compliance Date**", whereupon the obligations of the Parties under this Management Contract shall commence.

2.4 Non-fulfillment of Conditions Precedent

- a. In the event that any of the Conditions Precedent relating to a Party has not been fulfilled within 40 days of Proposal Acceptance Date and in case of the Operator, the Owner has not waived them fully or partially, this Management

		<p>Contract shall cease to have any effect as of that date.</p> <p>b. In the event that the Management Contract fails to come into effect on account of the non- fulfillment of the Operator’s Conditions Precedent, the Owner shall not be liable in any manner whatsoever to the Operator or its agents and employees and the Owner shall forfeit the Performance Security of the Operator forthwith.</p> <p>c. In the event that the Contract fails to come into effect on account of the non- fulfillment of Owner’s Conditions Precedent the Owner or its nominees shall refund the Performance Security to the Operator.</p> <p>d. In the event that the possession of the Facility/ Project Site has been delivered to the Operator prior to the fulfillment in full of the Conditions Precedent, upon the termination of this Management Contract the Facility/ Project Site shall immediately revert to the Owner, free and clear from any Encumbrances, irrespective of any outstanding mutual claims between the Parties.</p> <p>e. Instead of terminating this Management Contract as provided in paragraph 2.4a above, the Parties may extend the time for fulfilling the Conditions Precedent by mutual agreement.”</p>
		<p>New Clause to be added:</p> <p>“Implementation Period</p> <p>a. The “Implementation Period” shall be a period of 90 (Ninety) days (starting from the Compliance Date), wherein the Operator shall be required to:</p> <p>i. <i>Take all necessary/ mandatory clearances, permits etc which are required for commencing the execution of the Project works, so that all such conditions have been satisfied in full, and all such Clearances, Permits, etc. are in full force and effect;</i></p> <p>ii. <i>Made necessary landscaping (hard and soft), beautification and upgradation of the Facility/ Project Site and make it operational in all respect.</i></p>

		<ul style="list-style-type: none">b. The Operator guarantees that the time for completion of implementation for the Project shall be achieved in accordance with the provisions of this Management Contract and not later than the Implementation Period, as specified in clause. (a), from the Compliance Date.c. In the event that completion of implementation is not achieved for any reason other than Force Majeure or reasons attributable to the Owner or any Competent Authority, the Operator shall, subject to clause (d) below, pay to the Owner damages for delay beyond the date of Implementation Completion to the extent of 0.05% of the Performance Security per day for every day of delay or part thereof until Implementation Completion is achieved. Provided that nothing contained in this clause (c) shall be deemed or construed to authorize any delay by the Operator in achieving Implementation Completion.d. In the event that Implementation Completion does not occur within 120 (one hundred and twenty) days from the date of Implementation Completion, the Owner shall be entitled to invoke the Performance Security and to terminate this Management Contract for a Operator Event of Default in accordance with the provisions of Article 7 hereof. Provided that instead of terminating this Management Contract, the Owner may at its sole option extend the time for achieving Implementation Completion on such terms and conditions as it deems fit in its sole discretion.
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