

**PPP PROJECTS TO DEVELOP MULTILEVEL PARKING CUM COMMERCIAL COMPLEXES AT MANGALAM PLACE, ROHI
AND NEHRU PLACE, PHASE II**

**ADDENDUM TO RFP DOCUMENT - PART I: INSTRUCTION TO BIDDERS
(MANGALAM PLACE, ROHINI AND NEHRU PLACE, PHASE II)**

Sl. No.	Clause No.	Clause	Existing provision			Revised provision		
1.	4	RFP Time Schedule	DDA endeavors to adhere to the following bid schedule.			DDA endeavors to adhere to the following bid schedule.		
			S. No.	Activity Description	Date	S. No.	Activity Description	Date
			1.	Last date for receiving queries	August 13,2007	1.	Last date for receiving queries	August 13, 2007
			2.	Pre-proposal meeting	August 27,2007	2.	Pre-proposal meeting	September 2, 2007
			3.	Proposal Due Date	October 8,2007	3.	Proposal Due Date	December 10, 2007
			4.	Declaration of Preferred Bidder	November 19, 2007	4.	Declaration of Preferred Bidder	February 11, 2008
			5.	Signing of Concession Agreement	December 7, 2007	5	Signing of Concession Agreement	March 31, 2008

**ADDENDUM TO RFP DOCUMENT –PART II: DRAFT CONCESSION AGREEMENT (INCLUDING SCHEDULES)
(MANGALAM PLACE, ROHI AND NEHRU PLACE, PHASE II)**

SL. NO.	CLAUSE NO.	CLAUSE	EXISTING PROVISION	REVISED PROVISION
1.		Article 7	<p>7.1 Concession Fee</p> <p>Subject to provisions of this Agreement and in consideration of the Concessionaire accepting the Concession and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, Concessionaire agrees and undertakes to pay to DDA a Concession Fee, of Rs. /- (Rupees). Such Concession Fee shall be payable in advance on every anniversary of the Scheduled Project Completion Date (SPCD) commencing from SPCD to the end of the Concession Period. The first of such Concession Fee shall be paid within 7 days of the SPCD. The Concession Fee shall be escalated at the rate of 3% per annum.</p> <p>Any sum which becomes payable under any of the provisions of this Agreement by the Concessionaire to DDA shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt owed by the Concessionaire for payment thereof to DDA which is entitled to receive the same. Such sum shall until payment thereof carry interest at 15% per annum from the due date</p>	<p>7.1 Concession Fee</p> <p>Subject to provisions of this Agreement and in consideration of the Concessionaire accepting the Concession and undertaking to perform and discharge its obligations in accordance with the terms, conditions and covenants set forth in this Agreement, Concessionaire agrees and undertakes to pay to DDA a Concession Fee, of Rs. /- (Rupees). Such Concession Fee shall be payable in advance on every anniversary of the Scheduled Project Completion Date (SPCD) commencing from SPCD to the end of the Concession Period. The first of such Concession Fee shall be paid within 7 days of the SPCD. The Concession Fee shall be escalated at the rate of 3% per annum. Provided that for the last year of the concession, only half the concession fee shall be payable by the Concessionaire to DDA.</p> <p>Any sum which becomes payable under any of the provisions of this Agreement by the Concessionaire to DDA shall, if the same be not paid within the time allowed for payment thereof, shall be deemed to be a debt</p>

ADDENDA TO RFP DATED JULY 23, 2007

SL. NO .	CLAUSE NO.	CLAUSE	EXISTING PROVISION	REVISED PROVISION
			<p>for payment thereof until the same is paid to or otherwise realised by the Party entitled to the same. Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.</p> <p>Provided the stipulation regarding interest for delayed payments contained in this Article 7.1 shall neither be deemed nor construed to authorize any delay in payment of any amount due by the Concessionaire nor be deemed or construed to be a waiver of the underlying breach of payment obligations.</p> <p>Provided further that if any arrears of the Concession Fees payable by the Concessionaire to DDA which remains due and outstanding shall be recoverable as land revenue arrears.</p>	<p>owed by the Concessionaire for payment thereof to DDA which is entitled to receive the same. Such sum shall until payment thereof carry interest at 15% per annum from the due date for payment thereof until the same is paid to or otherwise realised by the Party entitled to the same.</p> <p>Without prejudice to any other right or remedy that may be available under this Agreement or otherwise under law, the Party entitled to receive such amount shall also have the right of set off.</p> <p>Provided the stipulation regarding interest for delayed payments contained in this Article 7.1 shall neither be deemed nor construed to authorize any delay in payment of any amount due by the Concessionaire nor be deemed or construed to be a waiver of the underlying breach of payment obligations.</p> <p>Provided further that if any arrears of the Concession Fees payable by the Concessionaire to DDA which remains due and outstanding shall be recoverable as land revenue arrears</p>