

Addendum**CORRIGENDUM – 1 : COMMON SET OF DEVIATIONS**

<b>NAME OF THE PROJECT</b>	:	Development of Alappuzha City Road Improvement Project in the State of Kerala to be executed Under Public Private Partnership (Design, Build, Finance, Operate, Maintain and Transfer DBFOMT) on Hybrid Annuity Basis
<b>Authority</b>	:	Kerala Road Fund Board

SNO.	CLAUSE NO. / SECTION	Existing Provision in the Bid Volume	Modified Provision
1.	DCA, Clause 11.2	<p><b>11.2 Shifting of obstructing utilities</b></p> <p>The Concessionaire shall, subject to Applicable Laws and with assistance of the Authority, undertake shifting of any utility including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes or shall cause a material adverse effect on the construction, operation or maintenance of the Project. The cost of such shifting shall be borne by the Authority or by the entity owning such utility, if the Authority so directs, and in the event of any delay in shifting thereof, the Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence</p>	<p><b>11.2 Shifting of obstructing utilities</b></p> <p>The shifting of any utility including electric lines, water pipes and telephone cables, to an appropriate location or alignment within or outside the Site if and only if such utility causes or shall cause a material adverse effect on the construction, operation or maintenance of the Project will be carried out by the entity owning such utility subject to Applicable Laws. The cost of such shifting shall be borne by the Authority or by the entity owning such utility. In case the entity owning utility fail to carry out shifting of utilities within or outside the site it would be the responsibility of the Concessionaire to do the shifting with assistance of the Authority. The cost of such</p>

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		of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.	shifting shall be borne by the Authority or by the entity owning such utility, if the Authority so directs, and in the event of any delay in shifting thereof, the Concessionaire shall be excused for failure to perform any of its obligations hereunder if such failure is a direct consequence of delay on the part of the entity owning such electric lines, water pipes or telephone cables, as the case may be.
2.	Clause 25.5.1, DCA	25.5.1 The Authority agrees to provide to the Concessionaire cash support by way of a Lumpsum Rs.99.58 Crores (Rupees Ninety Nine Crores and Fifty Eight Lakhs Only) in accordance with the provision of this Article 25 (the "Lumpsum Payment"). The disbursement of Lumpsum payment will commence as indicated in Clause 25.5.2.	25.5.1 The Authority agrees to provide to the Concessionaire Grant by way of a Lumpsum Rs.99.58 Crores (Rupees Ninety Nine Crores and Fifty Eight Lakhs Only) in accordance with the provision of this Article 25 (the "Lumpsum Payment"). The disbursement of Lumpsum payment will commence as indicated in Clause 25.5.2.
3.	Clause 43.5, DCA	<p><b>43.5 Delayed payments</b></p> <p>The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 45 (forty five) days of receiving a demand along with the necessary particulars. In the event of</p>	<p><b>43.5 Delayed payments</b></p> <p>The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, within 45 (forty five) days of receiving a demand along with the necessary particulars. In the event of</p>

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		delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal the 10-year G-Sec yield+ the spread, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.	delay beyond such period, the defaulting Party shall pay interest for the period of delay calculated at a rate equal to 4% (four per cent) above the Bank Rate, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.
4.	Clause 2.1.7, RFP	2.1.7 The Bidder shall deposit a Bid Security of Rs.3.10 Crores (Rs Three Crores Ten Lakhs only) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-II.	2.1.7 The Bidder shall deposit a Bid Security of Rs.2.87 Crores (Rupees Two Crores and Eighty Seven Lakhs) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-II.