

## Addendum – I

### Development of Chennai Outer Ring Road Phase II from Nemilicheri in NH 205 To Minjur in Thiruvottiyur – Ponneri – Panchetti (TPP) Road on Design, Build, Finance, Operate and Transfer (DBFOT) Annuity basis at Chennai, in the State of Tamil Nadu, India ” (“Project”)

(To form part of RFP)

Date: November 21, 2012

S.No	Clause No.	Existing Clause	Amendment
1.	Volume – II– Draft Concession Agreement Clause 24.1.3 Page No: 69	<p>In case Financial Close is not achieved due to the requirement of environment clearance for the Project from Ministry of Environment and Forest (MoEF), the Concessionaire shall inform the Authority/ TNRDC by way of notice.</p> <p><b>The Authority/ TNRDC shall be responsible to get environment clearance and after getting that clearance the Authority/ TNRDC shall inform to the Concessionaire by way of notice. The Concessionaire shall, from the date of issue of notice (upon receipt of environment clearance) by the Authority/ TNRDC, achieve Financial Close within such days as remaining (out of 180 days) on the date of receipt of notice (about the need for environment clearance) by the Authority/ TNRDC. Further extension and damages would be applicable as per clause 2.4.1.1</b></p>	<p>In case Financial Close is not achieved due to the requirement of environment clearance for the Project from Ministry of Environment and Forest (MoEF), the Concessionaire shall inform the Authority/ TNRDC by way of notice.</p> <p><b>The Authority/ TNRDC shall be responsible to get environment clearance and after getting that clearance the Authority/ TNRDC shall inform to the Concessionaire by way of notice. The Concessionaire shall, from the date of issue of notice (upon receipt of environment clearance) by the Authority/ TNRDC, achieve Financial Close within such days as remaining (out of 180 days) on the date of receipt of notice (about the need for environment clearance) by the Authority/ TNRDC. Further extension and damages would be applicable as per clause 24.1.1</b></p>

S.No	Clause No.	Existing Clause	Amendment
2.	Volume – III– Schedules Clause 2.5 of Schedule C (Annex I) Page No: 44	<b>Pedestrian Facilities - pedestrian markings</b>  The Concessionaire shall provide minimum of 17 pedestrian underpasses as specified in Schedule -B conforming to Standards set forth in Schedule D.	<b>Pedestrian Facilities - pedestrian markings</b>  The Concessionaire shall provide minimum of <b>14</b> pedestrian underpasses as specified in Schedule -B conforming to Standards set forth in Schedule D.
3.	Volume – III– Schedules Clause 3.3 of Schedule I Page No: 66	Riding quality Test: Riding quality of each lane of the carriageway shall be checked with the help of a calibrated bump integrator and the maximum permissible roughness for purposes of this Test shall be [1,800 (one thousand and eight hundred)] mm for each kilometre.	Riding quality Test: Riding quality of each lane of the carriageway shall be checked with the help of a calibrated bump integrator and the maximum permissible roughness for purposes of this Test shall be <b>[2000 (Two thousand)] mm for each kilometer.</b>
4.	Volume – III– Schedules Clause 7 of Schedule I Page No: 68	Riding Quality Test: Riding quality of each lane of the carriageway shall be checked with the help of a calibrated bump integrator and the maximum permissible roughness for purposes of this Test shall be 2,000 (two thousand) mm for each kilometre.	“Riding Quality Test: Riding quality of each lane of the carriageway shall be checked with the help of a calibrated bump integrator and the maximum permissible roughness for purposes of this Test shall be <b>2,500 (two thousand and five hundred) mm for each kilometer.</b> ”
5.	Volume – II– Draft Concession Agreement Clause 48 Page No: 134	<b>Definition</b>  “ <b>Bid Security</b> ” means the security provided by the selected bidder/Consortium to the Authority along with the Bid in a sum of Rs. 9.40 Crores(Rupees Nine Crores and Forty Lakhs only) in accordance with the Request for Proposals, and which is to remain in force until substituted by the Performance Security;	“ <b>Bid Security</b> ” means the security provided by the selected bidder/Consortium to the Authority along with the Bid in a sum of <b>Rs. 9.86 Crores (Rupees Nine Crore and Eighty Six Lakhs Only)</b> in accordance with the Request for Proposals, and which is to remain in force until substituted by the Performance Security;”
6.	Volume – II– Draft Concession Agreement Clause 48 Page No: 146	<b>Definition</b>  “ <b>Total Project Cost</b> ” means the lowest of: (a) the capital cost of the Project, as set forth in the Financial Package;	“ <b>Total Project Cost</b> ” means the lowest of: (a) the capital cost of the Project, as set forth in the Financial Package;

S.No	Clause No.	Existing Clause	Amendment
		<p>(b) the actual capital cost of the Project upon completion of Six-Laning of the Project Highway; and</p> <p>(c) a sum of Rs. 940.00 crores (Rupees Nine Hundred and Forty Crore Only),</p> <p>provided that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in WPI or Reference Exchange Rate occurring in respect of Adjusted Equity and Debt Due, as the case may be, in accordance with the provisions of this Agreement; provided further that in the event WPI increases, on an average, by more than 6% (six per cent) per annum for the period between the date hereof and COD, the Parties shall meet, as soon as reasonably practicable, and agree upon revision of the amount hereinbefore specified such that the effect of increase in WPI, in excess of such 6% (six per cent), is reflected in the Total Project Cost;</p>	<p>(b) the actual capital cost of the Project upon completion of Six-Laning of the Project Highway; and</p> <p>(c) a sum of <b>Rs. 985.54 crores (Rupees Nine Hundred and Eighty Five Crore and Fifty Four Lakhs Only)</b>,</p> <p>provided that in the event of Termination, the Total Project Cost shall be deemed to be modified to the extent of variation in WPI or Reference Exchange Rate occurring in respect of Adjusted Equity and Debt Due, as the case may be, in accordance with the provisions of this Agreement; provided further that in the event WPI increases, on an average, by more than 6% (six per cent) per annum for the period between the date hereof and COD, the Parties shall meet, as soon as reasonably practicable, and agree upon revision of the amount hereinbefore specified such that the effect of increase in WPI, in excess of such 6% (six per cent), is reflected in the Total Project Cost;</p>