

Tender Document for E- Tender cum E-Auction of Vacant Plots at Fintech City, Nandambakkam, Chennai on Lease basis

E-Tender Notice No. TCA/Fintech/2024/01 dated 05/01/2024

CORRIGENDUM III

Sl.No	Reference	Contents of RFP	Amended Clause
1	Chapter -5 Clause no.5.2(i & ii) Page No:23	<p>Upon Successful Payment of the Entire Lease Premium, The Selected Bidder shall execute a lease deed with the Industries, Investment Promotion and Commerce department, Government of Tamil Nadu. In this case, the bidder</p> <p>i. If bidder is a single entity, the Bidder shall hold and maintain 100% stake in the entity till the commercial operations of the facility. Such sole bidder shall further undertake to maintain a minimum equity stake of 51% in the entity for next 5 years from the date of commencement of commercial operations.</p> <p>ii. If Bidder is a JV/ Consortium, the consortium members shall undertake to hold 100% of their respective entities on the date of signing of the Lease Deed and to maintain the same equity stake till the commercial operations of the facility. The consortium members shall further undertake to maintain a minimum equity stake of 51% in their respective entities for next 5 years from the date of commencement of commercial operations.</p>	<p>Upon Successful Payment of the Entire Lease Premium, The Selected Bidder shall execute a lease deed with the Industries, Investment Promotion and Commerce department, Government of Tamil Nadu. In this case, the bidder</p> <p>i. If bidder is a single entity, the Bidder shall hold and maintain 100% stake in the entity till the commercial operations of the facility.</p> <p>ii. If Bidder is a JV/ Consortium, the consortium members shall undertake to hold 100% of their respective entities on the date of signing of the Lease Deed and to maintain the same equity stake till the commercial operations of the facility.</p>

<p style="text-align: center;">2</p>	<p style="text-align: center;">Chapter -5</p> <p style="text-align: center;">Clause no.5.3(i & ii)</p> <p style="text-align: center;">Page No:23</p>	<p>In case, the selected bidder is forming a Special Purpose vehicle (SPV) specifically for execution of the project, the lease deed shall be executed with the SPV company formed under the Indian Companies Act 2013. In case of SPV,</p> <p>i. If bidder is a single entity, the Bidder shall hold a minimum of 100% of the equity of the SPV on the date of signing of the Lease Deed and to maintain the same equity stake in the SPV till the commercial operations of the facility. Such sole bidder shall further undertake to maintain a minimum equity stake of 51% in SPV for next 5 years from the date of commencement of commercial operations.</p> <p>ii. If Bidder is a JV/ Consortium, the consortium members together undertake to hold 100% of the equity of the SPV on the date of signing of the Lease Deed and to maintain the same equity stake in the SPV till the commercial operations of the facility. The consortium members together shall further undertake to maintain a minimum equity stake of 51% in the SPV for next 5 years from the date of commencement of commercial operations.</p>	<p>In case, the selected bidder is forming a Special Purpose vehicle (SPV) specifically for execution of the project, the lease deed shall be executed with the SPV company formed under the Indian Companies Act 2013. In case of SPV,</p> <p>i. If bidder is a single entity, the Bidder shall hold a minimum of 100% of the equity of the SPV on the date of signing of the Lease Deed and to maintain the same equity stake in the SPV till the commercial operations of the facility.</p> <p>ii. If Bidder is a JV/ Consortium, the consortium members together undertake to hold 100% of the equity of the SPV on the date of signing of the Lease Deed and to maintain the same equity stake in the SPV till the commercial operations of the facility.</p>
<p style="text-align: center;">3</p>	<p style="text-align: center;">Clause no. 5.12.4</p> <p style="text-align: center;">Page No:25</p>	<p>The Lessee shall have an option to exit/ Transfer from the Lease Agreement only after 5th year of Commercial Operation</p>	<p>The Lessee shall have an option to exit/ Transfer from the Lease Agreement to a single entity after the commencement of the Commercial Operations</p>

4	Annexure -8 Clause no.3 Page No:50	That, we further confirm that, the stake holding of Lead Member-(Name of the company/consortium member) shall always remain more than 51% and we, all consortium members, ensure that there shall be no change in the stake holding of all parties till the 5 Years from the commencement of Commercial Operation.	That, we further confirm that, the stake holding of Lead Member-(Name of the company/consortium member) shall always remain more than 51% and we, all consortium members, ensure that there shall be no change in the stake holding of all parties till the commencement of Commercial Operation.
---	---	--	---

Managing Director, TIDCO