

CORRIGENDUM

Notice No.INCAP/P/Infrastructure Projects/146/2015, Dt: 15.09.2015

CORRIGENDUM No. INCAP/P/Integrated Sports Complex /146/2015, Dated: 17-10-2015

Corrigendum for RFP for selection of developer for integrated sports complex at Tirupati in Andhra Pradesh on PPP basis

S.No	Reference	Original Clause	Revised clause with changes highlighted
1	13. Minimum project specifications of Project Information Memorandum. RFQCP – Volume III Finishes specification – A. Sports Complex 15. Structural glazing (Page 57)	Aluminium Composite Panel	Aluminium Composite panel and single glazed units
2	13. Minimum project specifications of Project Information Memorandum. RFQCP – Volume III		For all the galleries, of the total seating capacity , the break up for VIP/VVIP, press/media and spectators is as follows: 7 to 9% - VVIP, 14 to 18% - VIP/Press/Media Remaining seats - spectators. With respect to specification of chairs, the developer can propose the prevalent practice normally followed in sports stadia in its DPR and get it reviewed/approved by the authority.
3	13. Minimum project specifications of Project Information Memorandum. RFQCP – Volume III		For the galleries, Chairs are to be provided in VVIP& VIP galleries of cricket/football stadium and the chairs are to be provided for the entire seating capacity in the Indoor stadium 1 and 2 and in the Tennis complex
4	13. Minimum project specifications of Project Information Memorandum.		With respect to specifications of building materials and design standards the concessionaire has to

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	RFQCP – Volume III		adopt the relevant NBC and IS standards for buildings.
5	13. Minimum project specifications of Project Information Memorandum. RFQCP – Volume III 2. Athletic Stadium – Other equipment (Page 50)	Sprinkler system, Monochrome score boards, Flood lighting ,Fire detection & protection system	Sprinkler system, Monochrome score boards, Flood lighting - (1500 LUX or higher) , Fire detection & protection system
6	13. Minimum project specifications of Project Information Memorandum. RFQCP – Volume III (Page 58)		With respect to specifications the developer can propose any leading engineering practice in the DPR and get it reviewed/approved by the authority.
7	13. Minimum project specifications of Project Information Memorandum. RFQCP – Volume III 1.Cricket Cum Football Stadium – Other equipment (Page 49)	Video display score boards, High mast lighting - Railings, pitch, spectator chairs, side screens etc., Public Addressing System, Fire detection & protection system	Video display score boards, High mast lighting - (1500 LUX or higher LUX level) Railings, pitch, spectator chairs, side screens etc., Public Addressing System, Fire detection & protection system
8	13. Minimum project specifications of Project Information Memorandum. RFQCP – Volume III 3.Aquatic Complex – Other equipment (Page 50)	Filtration plant (FINA standards), Under water lighting Automatic timing touch pads, Monochrome score boards	Filtration plant (FINA standards), Under water lighting and pole lighting of 500LUX or higher LUX level) , Automatic timing touch pads, Monochrome score boards
9	13. Minimum project specifications of Project Information Memorandum. RFQCP – Volume III 4.Tennis Complex – Other equipment (Page 51)	Poles, net,	Poles, net, High mast Lighting - (500 LUX or higher LUX level)

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10	13. Minimum project specifications of Project Information Memorandum. RFQCP – Volume III 5.Indoor Stadium1 - Other equipment (Page 52)		Arena Lighting - 800 LUX or higher LUX level
11	13. Minimum project specifications of Project Information Memorandum. RFQCP – Volume III 7.Indoor Stadium2 - Other equipment (Page 52)		Arena Lighting - 800 LUX or higher LUX level
12	13. Minimum project specifications of Project Information Memorandum. RFQCP – Volume III (Page 58)		<p>Aquatic Complex:</p> <ul style="list-style-type: none"> a) Centralized heating system for water : Heating system is to be provided for both competition pool and warm up pool and the heating system should be such that the final temperature is to be maintained at 36 degrees b) Automatic timing system: Automatic timing system is required for all pools c) Filtration : Chlorination dosing type disinfection is required for filtration
13	13. Minimum project specifications of Project Information Memorandum. RFQCP – Volume III (Page 58)		CCTV is to be provided for the entire built-up area and Access control system is needed for VVIP/VIP/ Players and other important areas as per the detailed floor plans
14	13. Minimum project specifications of Project Information Memorandum.	Making the lawns or turfing on slopes with fine grass, planting flowering plants, shrubs,	Making the lawns or turfing on slopes with fine grass, planting flowering plants, shrubs, planting avenue trees as per standard specifications

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	RFQCP – Volume III Site Development Specifications - Landscaping (Page 55)	planting avenue trees as per standard specifications	The landscaping percentage to be maintained is as per the G.O.Ms.No.168 issued by the Municipal Administration And Urban Development (M) Department of the Government of Andhra Pradesh
15	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – Volume II Specifications and Standards for Integrated Sports Complex 1.Spatial Standards (Page 143)	Parking shall be designed as per international athletic association spatial standards with 1 car for 25 viewers and 1 bus for 50 viewers	Parking shall be designed as per international athletic association spatial standards with 1 car for 25 viewers and 1 bus for 500 viewers- The given parking specifications are to be adopted for the parking needs of the sporting facilities where as for the non-sporting/commercial facilities, the developer has to adhere to the G.O.Ms.No.168 issued by the Municipal Administration And Urban Development (M) Department of the Government of Andhra Pradesh
16	Clause 6.1 Obligations of the authority 6.1.2 Draft Concession Agreement RFQCP – Volume II (Page 21)		(g) The authority will provide external infrastructure including <ul style="list-style-type: none"> • Approach Road • Power Connection • Water Connection and • Drainage Facility up to boundary of the site Excluding the above mentioned facilities, the responsibility of developing additional infrastructure and obtaining statutory approvals the same lies with the concessionaire and the related fees have to be paid by the concessionaire.
17	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – Volume II Finishes Specification for integrated sports complex - A. Sports Complex	Aluminium Composite Panel	Aluminium Composite panel and single glazed units

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	15. Structural glazing Structural glazing (Page 154)		
18	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – (Page 151)		<p>For all the galleries, of the total seating capacity , the break up for VIP/VVIP, press/media and spectators is as follows: 7 to 9% - VVIP, 14 to 18% - VIP/Press/Media Remaining seats – spectators</p> <p>With respect to specification of chairs, the developer can propose the prevalent practice normally followed in sports stadia in its DPR and get it reviewed/approved by the authority.</p>
19	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – (Page 151)		<p>The scope of the equipment and consumables required for the operation of the facility will fall under the concessionaire</p> <p>The concessionaire is expected to procure all the items (Sports Equipment and consumables) that would be required for the operations and maintenance of the sports complex.</p>
20	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – (Page 151)		<p>For the galleries, Chairs are to be provided in VVIP& VIP galleries of cricket/football stadium and the chairs are to be provided for the entire seating capacity in the Indoor stadium 1 and 2 and in the Tennis complex</p>
21	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – (Page 151)		<p>In addition to the minimum specifications, the equipment required for daily operations of the sports complex need to be procured and the facilities/equipment used occasionally only for certain</p>

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			tournaments can be hired. At the DPR stage, the concessionaire has to provide a list of facilities/equipment that will be hired and purchased and get it reviewed by the authority.
22	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – (Page 151)		The Amphitheatre is open type and needs no roof covering. However, the Green rooms and Exhibition halls should have RCC roof covering
23	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – Volume II Specification for integrated sports complex		With respect to specifications of building materials and design standards the concessionaire has to adopt the relevant NBC and IS standards for buildings.
24	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – Volume II Finishes Specification for integrated sports complex - B. .Amenities Complex, 19. Air Conditioning : Shopping Arena and Club House : Centralized Air conditioning is to be provided:	Centralised Air Conditioning	Air conditioning can be Dx system (Split Units or Cassette Units) or Centralised AC
25	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – Volume II Specification for integrated sports complex (Page 159)		With respect to specifications the developer can propose any leading engineering practice in the DPR and get it reviewed/approved by the authority.

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26	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – Volume II Specification for integrated sports complex (Page 157)		The type of air-conditioning and ventilation (split or central air-conditioning) system for the stadium building shall be as per the design proposed by the concessionaire and approved by the authority at the DPR stage.
27	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – Volume II Specification for integrated sports complex (Page 157)		The provision for drinking water points can be provided by Concessionaries and water coolers can be hired during event days
28	Clause 6.1 Obligations of the authority Draft Concession Agreement RFQCP – Volume II (Page 21) Sub Clause 6.1.1 Clause		h) The authority will ensure that the power is provided till the boundary of site based on the power requirements indicated by the concessionaire at the DPR stage
29	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – Volume II Specifications and standards		The power back up is required for VVIP/VIP/Press/ Media, common lighting, and elevators.
30	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – Volume II Specifications and standards		The concessionaire can operate the high mast lighting through a hired DG during events.
31	Annex - I (Schedule-D)	Video display score boards, High mast lighting - Railings, pitch,	Video display score boards, High mast lighting - (1500 LUX or higher LUX level) Railings, pitch, spectator chairs,

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	Draft Concession Agreement RFQCP – Volume II Specifications and standards 1.Cricket Cum Football Stadium – Other equipment (Page 148)	spectator chairs, side screens etc., Public Addressing System, Fire detection & protection system	side screens etc., Public Addressing System, Fire detection & protection system
32	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – Volume II Specifications and standards 2.Athletic Stadium – Other equipment (Page 149)	Sprinkler system, Monochrome score boards, Flood lighting ,Fire detection & protection system	Sprinkler system, Monochrome score boards, Flood lighting - (1500 LUX or higher LUX level) , Fire detection & protection system
33	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – Volume II Specifications and standards 3.Aquatic Complex – Other equipment (Page 149)	Filtration plant (FINA standards), Under water lighting Automatic timing touch pads, Monochrome score boards	Filtration plant (FINA standards), Under water lighting and pole lighting of 500LUX or higher LUX level ,Automatic timing touch pads, Monochrome score boards
34	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – Volume II Specifications and standards 4.Tennis Complex - Other equipment (Page 149)	Poles, net,	Poles, net, High mast Lighting - (500 LUX or higher LUX level)
35	Annex - I (Schedule-D) Draft Concession Agreement		Arena Lighting - 800 LUX or higher LUX level

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	RFQCP – Volume II Specifications and standards 5.Indoor Stadium1 - Other equipment (Page 150)		
36	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – Volume II Specifications and standards 7.Indoor Stadium2 - Other equipment (Page 150)		Arena Lighting - 800 LUX or higher LUX level
37	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – (Page 151)		CCTV is to be provided for the entire built-up area and Access control system is needed for VVIP/VIP/ Players and other important areas as per the detailed floor plans
38	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – (Page 151)		<p>Aquatic Complex:</p> <ul style="list-style-type: none"> a) Centralized heating system for water : Heating system is to be provided for both competition pool and warm up pool and the heating system should be such that the final temperature is to be maintained at 36 degrees b) Automatic timing system: Automatic timing system is required for all pools c) Filtration : Chlorination dosing type disinfection is required for filtration
39	Annex - I (Schedule-D) Draft Concession Agreement	Making the lawns or turfing on slopes with fine grass, planting flowering plants, shrubs,	Making the lawns or turfing on slopes with fine grass, planting flowering plants, shrubs, planting avenue trees as per standard specifications

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	RFQCP – Volume II Site Development Specifications- Landscaping (Page 159)	planting avenue trees as per standard specifications	The landscaping percentage to be maintained is as per the G.O.Ms.No.168 issued by the Municipal Administration And Urban Development (M) Department of the Government of Andhra Pradesh
40	Clause No 1.2.5 of Instruction to bidders. RFQCP – Volume I	Generally, the Lowest Bidder shall be the Selected Bidder. However the procurer at its liberty to undertake the process of negotiation with the bidders and to select the most suitable bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the Clause 3.7 of this RFQCP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Transaction Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be. The Transaction Authority may at its discretion annul or cancel the bid and invite fresh bids the bidding process at any time	Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the Clause 3.7 of this RFQCP, be invited to match the Bid submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Lowest Bidder, the Transaction Authority may, in its discretion, invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be. The Transaction Authority may at its discretion annul or cancel the bid and invite fresh bids the bidding process at any time
41	Clause 2.2.4 (i) & (ii), Clause 2.22.1 (g), Clause 3.4.2, Annex III – Instruction No. 1 (b),	In most of the projects, the certificates / undertaking are issued by a Chartered Accountant in lieu of a Statutory Auditor	The certificate issued by a Statutory Auditor/ Chartered Accountant will be valid. However, this modification will not be applicable for Appendix I –

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	Annex IV – Instruction No. 12, 14 Instruction to bidders. RFQCP – Volume I	We would request the same to be applied for this RFP and documentation thereof	Annex III , where certificate from Statutory Auditor will be mandatory
42	Schedule G Clause no. 3.2 Draft Concession Agreement ; RFQCP – Volume II	Prior to the occurrence of Project Milestone-II, the Concessionaire shall have commenced [construction of all bridges and expended not less than 60% (sixty per cent)] of the total capital cost set forth in the Financial Package and conveyed to the Independent Engineer, the nature and extent of physical progress comprising such expenditure so as to enable the Independent Engineer to determine that the physical progress is reasonably commensurate with the expenditure incurred. Provided, however, that at least one-half of the expenditure referred to hereinabove shall have been incurred on physical works which shall not include advances of any kind to any person or expenditure of any kind on plant and machinery	Prior to the occurrence of Project Milestone-II, the Concessionaire shall have expended not less than 60% (sixty per cent) of the total capital cost set forth in the Financial Package and conveyed to the Independent Engineer, the nature and extent of physical progress comprising such expenditure so as to enable the Independent Engineer to determine that the physical progress is reasonably commensurate with the expenditure incurred. Provided, however, that at least one-half of the expenditure referred to hereinabove shall have been incurred on physical works which shall not include advances of any kind to any person or expenditure of any kind on plant and machinery
43	Article 31 – Change in Law of Draft Concession Agreement RFQCP – Volume II	Deleted	41.1 Increase in costs If as a result of Change in Law, the Concessionaire suffers an increase in costs or reduction in net after-tax return or other financial burden, the aggregate financial effect of which exceeds the higher of Rs. 1 crore (Rupees one crore) ² and 0.5% (zero point five percent) of the Revenues in any Accounting Year preceding the year in which the change in law occurred, the Concessionaire may so notify the Authority and propose amendments to this Agreement so as

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			<p>to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in increased cost, reduction in return or other financial burden as aforesaid. Upon notice by the Concessionaire, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on amendments to this Agreement or on any other mutually agreed arrangement:</p> <p>Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Concessionaire may by notice require the Authority to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Authority shall pay the amount specified therein; provided that if the Authority shall dispute such claim of the Concessionaire, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 41.1 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.</p> <p>41.2 Reduction in costs</p> <p>If as a result of Change in Law, the Concessionaire benefits from a reduction in costs or increase in net after-tax return or other financial gains, the aggregate financial effect of which exceeds the higher of Rs. 1</p>

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			<p>crore (Rupees one crore) and 0.5% (zero point five percent) of the revenue in any Accounting Year, the Authority may so notify the Concessionaire and propose amendments to this Agreement so as to place the Concessionaire in the same financial position as it would have enjoyed had there been no such Change in Law resulting in decreased costs, increase in return or other financial gains as aforesaid. Upon notice by the Authority, the Parties shall meet, as soon as reasonably practicable but no later than 30 (thirty) days from the date of notice, and either agree on such amendments to this Agreement or on any other mutually agreed arrangement:</p> <p>Provided that if no agreement is reached within 90 (ninety) days of the aforesaid notice, the Authority may by notice require the Concessionaire to pay an amount that would place the Concessionaire in the same financial position that it would have enjoyed had there been no such Change in Law, and within 15 (fifteen) days of receipt of such notice, along with particulars thereof, the Concessionaire shall pay the amount specified therein to the Authority; provided that if the Concessionaire shall dispute such claim of the Authority, the same shall be settled in accordance with the Dispute Resolution Procedure. For the avoidance of doubt, it is agreed that this Clause 41.2 shall be restricted to changes in law directly affecting the Concessionaire's costs of performing its obligations under this Agreement.</p>

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			<p>41.3 Protection of NPV Pursuant to the provisions of Clauses 41.1 and 41.2 and for the purposes of placing the Concessionaire in the same financial position as it would have enjoyed had there been no Change in Law affecting the costs, returns or other financial burden or gains, the Parties shall rely on the Financial Model to establish a net present value (the "NPV") of the net cash flow and make necessary adjustments in costs, revenues, compensation or other relevant parameters, as the case may be, to procure that the NPV of the net cash flow is the same as it would have been if no Change in Law had occurred.</p> <p>41.4 Restriction on cash compensation The Parties acknowledge and agree that the demand for cash compensation under this Article 41 shall be restricted to the effect of Change in Law during the respective Accounting Year and shall be made at any time after commencement of such year, but no later than one year from the close of such Accounting Year. Any demand for cash compensation payable for and in respect of any subsequent Accounting Year shall be made after the commencement of the Accounting Year to which the demand pertains, but no later than 2 (two) years from the close of such Accounting Year.</p> <p>41.5 No claim in the event of recovery from Users Notwithstanding anything to the contrary contained in this Agreement, the Authority shall not in any manner be liable to reimburse to the</p>

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			Concessionaire any sums on account of a Change in Law if the same are recoverable from the Users.
44	Clause 34.4 –Political Event of Draft Concession Agreement RFQCP – Volume II	<p>A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:</p> <p>(a) Compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire or of the Contractors;</p> <p>(b) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire’s or any Contractor’s inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;</p> <p>(c) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the Concessionaire by</p>	<p>A Political Event shall mean one or more of the following acts or events by or on account of any Government Instrumentality:</p> <p>(a) Change in Law, only if consequences thereof cannot be dealt with under and in accordance with the provisions of Article 41 and its effect, in financial terms, exceeds the sum specified in Clause 41.1;</p> <p>(b) Compulsory acquisition in national interest or expropriation of any Project Assets or rights of the Concessionaire or of the Contractors;</p> <p>(c) unlawful or unauthorised or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorisation, no objection certificate, consent, approval or exemption required by the Concessionaire or any of the Contractors to perform their respective obligations under this Agreement and the Project Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Concessionaire’s or any Contractor’s inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorisation, no objection certificate, exemption, consent, approval or permit;</p> <p>(d) any failure or delay of a Contractor but only to the extent caused by another Political Event and which does not result in any offsetting compensation being payable to the</p>

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		or on behalf of such Contractor; or (d) Any event or circumstance of a nature analogous to any of the foregoing.	Concessionaire by or on behalf of such Contractor; or (e) Any event or circumstance of a nature analogous to any of the foregoing.
45	Article 48 – Definitions of Draft Concession Agreement RFQCP – Volume II Clause 48.1		“Change in Law” means the occurrence of any of the following after the Bid Date: (a) the enactment of any new Indian law; (b) the repeal, modification or re-enactment of any existing Indian law; (c) the commencement of any Indian law which has not entered into effect until the Bid Date; (d) a change in the interpretation or application of any Indian law by a judgement of a court of record which has become final, conclusive and binding, as compared to such interpretation or application by a court of record prior to the Bid Date; or (e) any change in the rates of any of the Taxes that have a direct effect on the Project;
46	Clause 17.7 of Draft Concession Agreement RFQCP – Volume II Sub Clause 17.7.2	The maximum days (either consecutively or in patches) for which the each facility can be closed in a year for O&M Obligations, beyond which it would be considered as non-availability is defined below (“Maximum period for closure of facilities”)	The number of days for which the facility can be closed in a year beyond which it will be considered non-availability will be as defined below. In case of any exigencies, the concessionaire has to seek and obtain prior approval of the authority for extension of this period with due recommendation from the independent engineer at the time of operation of the facility. (“Maximum period for closure of facilities”)
47	Schedule B – 4a of Draft Concession Agreement RFQCP – Volume II	(a) International level Cricket/Football Stadium: An international level cricket stadium with seating capacity of at least 2600 people should have	(a) International level Cricket/Football Stadium: An international level cricket stadium with seating capacity of at least 2600 people should have flood light

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		<p>flood light facilities available for day and night games. The Cricket stadium shall be developed as per the latest guidelines issued by International Cricket Council. The Cricket stadium should also be capable of being used for holding the international football events (FIFA Standard), accordingly, the cricket stadium should be designed and developed in manner to facilitate dual use as football stadium.</p> <p>The stadium shall also enclose a 7m wide jogging track in its premises for public use.</p> <p>The space around the stadium shall have provisions for Rock climbing, Volleyball and Kabaddi</p>	<p>facilities available for day and night games. The Cricket stadium shall be developed as per the latest guidelines issued by International Cricket Council. The Cricket stadium should also be capable of being used for holding the international football events (FIFA Standard), accordingly, the cricket stadium should be designed and developed in manner to facilitate dual use as football stadium.</p> <p>Other than the viewers' facilities, the remaining facilities shall be as per ICC/FIFA norms. The other ancillary facilities shall be provided to cater to the proposed gallery capacity</p> <p>The stadium shall also enclose a 7m wide jogging track in its premises for public use. (It can be separate from this stadium if required as per the design at DPR stage)</p> <p>The space around the stadium shall have provisions for Rock climbing, Volleyball and Kabaddi</p>
48	Clause 5.1.4 (e) of Draft Concession Agreement RFQCP – Volume II	(e) make reasonable efforts to facilitate the acquisition of land required for the purposes of the Agreement	Deleted
49	Clause 5.7 of Draft Concession Agreement RFQCP – Volume II	The Concessionaire shall contract with an outside agency for naming/ branding rights of the whole or any part of the Project/ Project Facility, with prior written approval of the authority. The naming rights of the complex shall be “jointly auctioned” by the authority and private developer within 6 months from COD. The proceeds of the auctioning will be shared equally by the authority and developer.	The Concessionaire shall contract with an outside agency for naming/ branding rights of the whole or any part of the Project/ Project Facility, with prior written approval of the authority. The naming rights of the complex shall be “jointly auctioned” by the authority and private developer on mutually agreed terms and at a mutually agreed time within 3 years from COD . The proceeds of the auctioning will be shared equally by the authority and developer .

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50	Clause 9.3 of Draft Concession Agreement RFQCP – Volume II	The Performance Security shall remain in force and effect for the entire period of concession agreement (18 years). Upon.	The Performance Security shall remain in force and effect for the entire period of concession agreement (18 years). However, the bank guarantee shall be renewed at least 6 months before the expiry date of the same.
51	Clause 27.2 of Draft Concession Agreement RFQCP – Volume II	In case of SAAP events scheduled on days not specified in the SAAP calendar, SAAP shall provide at least 10 days advance notice to the Concessionaire of its intent to hold such sports event at the Project/ Project Facility.	In case of SAAP events scheduled on days not specified in the SAAP calendar, SAAP shall provide at least 60 days advance notice to the Concessionaire of its intent to hold such sports event at the Project/ Project Facility.
52	Disclaimer of Project Information Memorandum (RFQCP – Volume III) – Page 1	This Project Information Memorandum (the “PIM”) is issued by Infrastructure Corporation of Andhra Pradesh (INCAP) in pursuant to the Request for Proposal vide to provide interested parties hereof a brief overview of plot of land (the “Site”) and related information about the prospects for development of International School at the Site on lease.	This Project Information Memorandum (the “PIM”) is issued by Infrastructure Corporation of Andhra Pradesh (INCAP) in pursuant to the Request for Proposal vide to provide interested parties hereof a brief overview of plot of land (the “Site”) and related information about the prospects for development of Integrated Sports Complex at the Site on lease.
53	2. Project Background of Project Information Memorandum (RFQCP – Volume III) – Page 4	Based on the preliminary assessment that is subject to modification during future stages of bidding, it is envisaged that the sporting complex facility would spread across 90 acres of land	Based on the preliminary assessment that is subject to modification during future stages of bidding, it is envisaged that the sporting complex facility would spread across 87.7 acres of land
54	2. Site Layout plan and suggested design of Project Information Memorandum (RFQCP – Volume III) ; Guest House Page 25	<ul style="list-style-type: none"> • Zoned towards South-East corner of the site. • Being a private zone it is located with a separate entrance of 45m wide road & 12m wide abutting road & near to club house & shopping area. 	<ul style="list-style-type: none"> • Zoned towards South-East corner of the site. • Being a private zone it is located with a separate entrance of 45m wide road & 12m wide abutting road & near to club house & shopping area. • It is a G+3 structure with 22 guest rooms, entrance cum waiting

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		<ul style="list-style-type: none"> It is a G+3 structure with 28 guest rooms, entrance cum waiting lounge, office room, conference hall, games room, dining & kitchen. 	lounge, office room, conference hall, games room, dining & kitchen.
55	2. Site Layout plan and suggested design of Project Information Memorandum (RFQCP – Volume III) ; Academy Blocks Page 25	<ul style="list-style-type: none"> Zoned towards North-West corner of the site with 24m wide access road yet segregated from public & semipublic areas. Designed for 200 student’s capacity. It has dormitories for girls & boys as separate blocks & interconnected by corridor to the academic block in the centre. It is G+1 structure where ground floor has dormitories, dining hall & kitchen where as first floor has dormitories & classrooms as separate blocks but interconnected by a corridor. 	<ul style="list-style-type: none"> Zoned towards North-West corner of the site with 24m wide access road yet segregated from public & semipublic areas. Designed for 400 student’s capacity. It has dormitories for girls & boys as separate blocks & interconnected by corridor to the academic block in the centre. It is G+1 structure where ground floor has dormitories, dining hall & kitchen where as first floor has dormitories & classrooms as separate blocks but interconnected by a corridor.
56	11.Area statement of Project Information Memorandum (RFQCP – Volume III) ;	39.00×22.50 m	36.00 x 22.50m.
57	Appendix III Of Instruction to bidders RFQCP – Volume I Power of attorney for signing of Bid	Know all men by these presents, We..... .. (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of	Know all men by these presents, We..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ Holding the position of/ the Lead Member of our Consortium and holding the position of, as

S.No	Reference	Original Clause	Revised clause with changes highlighted
		<p>..... , as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the Project proposed or being developed by the (the “Transaction Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Transaction Authority, representing us in all matters before the Transaction Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Transaction Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Transaction Authority.</p>	<p>our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the Project proposed or being developed by the (the “Transaction Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Transaction Authority, representing us in all matters before the Transaction Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Transaction Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Transaction Authority.</p>
58	13. Minimum project specifications of Project Information Memorandum. RFQCP – Volume III	SWG pipelines and inspection chambers with required no of septic tanks/ soak pits.	SWG pipelines and inspection chambers with Sewage treatment plant shall be provided

S.No	Reference	Original Clause	Revised clause with changes highlighted
	Site Development Specifications - Drainage (Page 55)		
59	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – Volume II Site Development Specifications-Drainage (Page 159)	SWG pipelines and inspection chambers with required no of septic tanks/ soak pits.	SWG pipelines and inspection chambers with Sewage treatment plant shall be provided
60	Annex I – Schedule B of Draft Concession Agreement (RFQCP- Volume III) Other facilities 1.Academy Building including Dormitories	G+1(To accommodate minimum 200 people)	G+1(To accommodate minimum 400 people)
61	11.Area statement of project Information memorandum (RFQCP- Volume III) Studio Apartments Area (Sq.m)	8347	3840
62	12.Preliminary Cost Estimates of project Information memorandum (RFQCP- Volume III) Studio Apartments (Area Sq m)	8347	3840
63	12.Preliminary Cost Estimates of project Information memorandum (RFQCP- Volume III) Gymnasium (Area Sq.m)	877.5	810
64	13. Minimum project specifications of project Information Memorandum – RFQCP (Volume III); Playing Surface/Condition	Grass Clay court in layers of 50mm thick soft clay, 150mm thick gravel base course	Grass Clay court in layers of 50mm thick soft clay, 150mm thick course (Combination of clay and sand)

S.No	Reference	Original Clause	Revised clause with changes highlighted
65	Annex I - Schedule B of Draft Concession Agreement ; RFQCP – Volume II; Clause 1.1; Type of fields/pitches/courts	Grass Clay court in layers of 50mm thick soft clay, 150mm thick gravel base course	Grass Clay court in layers of 50mm thick soft clay, 150mm thick course (Combination of clay and sand)
66	13. Minimum project specifications of Project Information Memorandum. RFQCP – Volume III		With respect to specifications of internal roads and design standards the concessionaire has to adopt the relevant IRC norms
67	Annex - I (Schedule-D) Draft Concession Agreement RFQCP – Volume II Specification for integrated sports complex		With respect to specifications of internal roads and design standards the concessionaire has to adopt the relevant IRC norms