

Selection of the Developer for an International School at Nellore in Andhra Pradesh on PPP basis

CORRIGENDUM

Notice No.INCAP/International Schools/127/2/2015, date: 30.12.2015

Corrigendum No.INCAP/ International School/127/2(NLR)/2015/, dated: 14.03.2016

S. No	Reference	Original Clause	Revised Clause with changes highlighted												
1	Clause No: 1.2.3 of the Instructions to the Bidder – RFP Volume I	1.2.3 The land for school site has been identified by the Authority (“ Project Site ”) and the land would be provided by the Authority to the Concessionaire for development under a lease of 33 years. The asset would be transferred back to Concessioneing Authority at the end of 33 years and extension thereof as per the terms of the Concession Agreement.	1.2.3 The land for school site has been identified by the Authority (“ Project Site ”) and the land would be provided by the Authority to the Concessionaire for development under a lease of 66 years. The asset would be transferred back to Concessioneing Authority at the end of 66 years and extension thereof as per the terms of the Concession Agreement.												
2	Clause No: 1.5.7 (a) of the Instructions to the Bidder – RFP Volume I	1.5.7 (a) Bids are invited for implementing the project with a Revenue Share quoted by the Bidders as a % (percentage) of Gross Revenue (the “Revenue Share”) of the Concessionaire and the same shall be escalated every 10 years. The Revenue Share shall be indicated in % (percentage) terms and will be payable starting from School Operation Date (SOD). The escalation schedule will be as the table below: <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Starting From</th> <th style="text-align: center;">Lasting till</th> <th style="text-align: center;">Revenue Share Applicable</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table>	Starting From	Lasting till	Revenue Share Applicable				1.5.7 (a) Bids are invited for implementing the project with a Revenue Share quoted by the Bidders as a % (percentage) of Gross Revenue (the “Revenue Share”) of the Concessionaire and the same shall be escalated as per the table below. The Revenue Share shall be indicated in % (percentage) terms and will be payable starting from 6 th year of School Operation Date (SOD). The escalation schedule will be as the table below: <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: center;">Starting From</th> <th style="text-align: center;">Lasting till</th> <th style="text-align: center;">Revenue Share Applicable</th> </tr> </thead> <tbody> <tr> <td style="height: 20px;"></td> <td></td> <td></td> </tr> </tbody> </table>	Starting From	Lasting till	Revenue Share Applicable			
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		SOD	Year 10 from SOD	% quoted by the Bidder	Year 6 from SOD	Year 15 from SOD	% quoted by the Bidder
		Year 11 from SOD	Year 20 from SOD	1.5 times the % quoted by the Bidder	Year 16 from SOD	Year 25 from SOD	1.5 times the % quoted by the Bidder
		Year 21 from SOD	End of Concession period	2.5 times the % quoted by the Bidder	Year 26 from SOD	End of Concession period	2.5 times the % quoted by the Bidder
3	Clause No: 1.5.8 (c) of the Instructions to the Bidder – RFP Volume I	1.5.8 (c) In addition to the Revenue Share quoted above, the Concessionaire shall pay to the Concessioneing Authority, an Annual Lease Rental which shall be 10% of market value of the Site. The Annual Lease Rental shall be escalated at 10% every 6th year, starting on the Appointed Date. The other terms of payment shall be as per the provisions of the Concession Agreement.			1.5.8 (c) In addition to the Revenue Share quoted above, the Concessionaire shall pay to the Concessioneing Authority, an Annual Lease Rental of Rs. 10,000per acre per annum escalated at 10% every 6th year, starting on the Appointed Date. The other terms of payment shall be as per the provisions of the Concession Agreement.		
4	Clause 1.6 of The Instructions to Bidder – RFP Volume I (Refer to corrigendum dated 11.02.2016)	<ol style="list-style-type: none"> 1 Bid Due Date – 1500 Hours on 14thMarch 2016. 2 Opening of Technical Bids - 1600 Hours on 14th March 2016. 			<ol style="list-style-type: none"> 1 Bid Due Date – 1500 Hours on 31st March 2016. 2 Opening of Technical Bids - 1600 Hours on 31st March 2016. 		
5	Clause No: 2.2.2 of the Instructions to the Bidder – RFP Volume I	<p>2.2.2 To be eligible for evaluation of the Bid as per Clause 3,, a Bidder shall fulfil the following threshold conditions of eligibility:</p> <p>(A) Technical Capacity: For demonstrating technical capacity and experience (the</p>			<p>2.2.2 To be eligible for evaluation of the Bid as per Clause 3,, a Bidder shall fulfil the following threshold conditions of eligibility:</p> <p>(A) Technical Capacity: For demonstrating technical capacity and experience (the</p>		

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		<p>“Minimum Technical Capacity”), the Bidder shall have satisfied one of the following:</p> <p>(i) Developed (or) Operated & Maintained an International School with International Baccalaureate (IB) or International General Certificate of Secondary Education (IGCSE) or EDEXEL certification or any other equivalent international educational certification. The International School shall have an enrollment of at least 200 students in the academic year immediately preceding as on August 1, 2015.</p> <p style="text-align: center;">OR</p> <p>Developed (or) Operated & Maintained a school with Central Board of Secondary Education (CBSE) certification or Council for the Indian School Certificate Examination (CISCE/ICSE) certification or with an English medium State Secondary Board certification or any Government recognized institution of higher education (such as junior colleges, degree colleges, PG colleges) offering courses in English Medium for at-least 5 (five) continuous academic years as on August 1, 2015. The School / Institution shall have an enrollment of at least 500 students in the academic year immediately preceding as on August 1, 2015.</p> <p>Note: The bidder shall submit the necessary</p>	<p>“Minimum Technical Capacity”), the Bidder shall have satisfied the following:</p> <p>Developed (or) Operated & Maintained an International School with International Baccalaureate (IB) or International General Certificate of Secondary Education (IGCSE) or EDEXEL certification or any other equivalent international educational certification in India or abroad. The International School shall have an enrollment of at least 200 students in the academic year immediately preceding as on August 1, 2015.</p>

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		<p>proof of certification of the school / educational institution from the respective certifying authority at the time of bid.</p> <p>(ii) International School operational experience: In case, the applicant does not have the requisite International School operational experience,</p> <p>a) The applicant shall, as part of the bid submission, submit a Memorandum of Understanding (MoU) between the bidder and an entity which has International School operational experience, duly stating that they shall enter into a binding agreement at a later stage subject to the award.</p> <p>➤ The MoU should contain the minimum obligations that the entity will comply, including but not limited to:</p> <ul style="list-style-type: none"> • Providing academic services such as curriculum / faculty development services etc. to meet the certification (IB / IGCSE) requirement • Rendering other necessary services and support for the proposed school, to obtain and maintain necessary certification (IB / IGCSE) from the competent authority concerned. <p>➤ The MoU shall be executed and duly</p>	

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		<p>notarized on a stamp paper of appropriate value, signed by both the bidder and entity bringing such experience, along with two witnesses</p> <p>b) The entity signing the MoU with the applicant, shall submit the documents as per format in Annex VI and appropriate proofs supporting the experience claimed</p> <p>Note: For the purpose of technical evaluation (clause 3.3.2) and the financial capacity evaluation, only the bidders' (applicant) experience / credentials will be considered and the entity's (which has international school experience and signing the MoU) experience will not be considered.</p>																			
6	Clause No: 3.3.3 of the Instructions to the Bidder – RFP Volume I	<p>3.3.3. Technical Parameters Table:</p> <table border="1"> <thead> <tr> <th>No.</th> <th>Technical Parameters*</th> <th>Max Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Operational experience[#]</td> <td>Max 25</td> </tr> <tr> <td>1A (or)</td> <td>Operating at least one School with IB/ IGCSE or equivalent / relevant foreign curricula with a strength of at least 200 students in the academic year immediately preceding as on 1st August 2015: (a) For 3 or more academic years</td> <td>For (a) 25</td> </tr> </tbody> </table>	No.	Technical Parameters*	Max Marks	1	Operational experience [#]	Max 25	1A (or)	Operating at least one School with IB/ IGCSE or equivalent / relevant foreign curricula with a strength of at least 200 students in the academic year immediately preceding as on 1 st August 2015: (a) For 3 or more academic years	For (a) 25	<p>3.3.3 Technical Parameters Table:</p> <p>Note: For the purpose of Technical Evaluation, only International School (with IB / IGCSE / EDEXEL / any other equivalent international education certification) experience will be considered and any other schools / institutions will not be considered.</p> <table border="1"> <thead> <tr> <th>No.</th> <th>Technical Parameters*</th> <th>Max Marks</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Operational experience[#]</td> <td>Max 25</td> </tr> <tr> <td></td> <td>Operating at least one School with</td> <td></td> </tr> </tbody> </table>	No.	Technical Parameters*	Max Marks	1	Operational experience [#]	Max 25		Operating at least one School with	
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7	APPENDIX – VI Financial Bid of the Instructions to the Bidder – RFP Volume I	<p>The Revenue Share shall be indicated in % (percentage) terms and shall be payable starting from SOD. The escalation schedule shall be as the table below:</p> <table border="1"> <thead> <tr> <th data-bbox="604 821 758 899">Starting From</th> <th data-bbox="758 821 961 899">Lasting till</th> <th data-bbox="961 821 1203 899">Revenue Share Applicable</th> </tr> </thead> <tbody> <tr> <td data-bbox="604 899 758 997">SOD</td> <td data-bbox="758 899 961 997">Year 10 from SOD</td> <td data-bbox="961 899 1203 997">% quoted by the Bidder</td> </tr> <tr> <td data-bbox="604 997 758 1117">Year 11 from SOD</td> <td data-bbox="758 997 961 1117">Year 20 from SOD</td> <td data-bbox="961 997 1203 1117">1.5 times the % quoted by the Bidder</td> </tr> <tr> <td data-bbox="604 1117 758 1240">Year 21 from SOD</td> <td data-bbox="758 1117 961 1240">End of Concession period</td> <td data-bbox="961 1117 1203 1240">2.5 times the % quoted by the Bidder</td> </tr> </tbody> </table>	Starting From	Lasting till	Revenue Share Applicable	SOD	Year 10 from SOD	% quoted by the Bidder	Year 11 from SOD	Year 20 from SOD	1.5 times the % quoted by the Bidder	Year 21 from SOD	End of Concession period	2.5 times the % quoted by the Bidder	<p>The Revenue Share shall be indicated in % (percentage) terms and shall be payable starting from SOD. The escalation schedule shall be as the table below:</p> <table border="1"> <thead> <tr> <th data-bbox="1272 821 1425 899">Starting From</th> <th data-bbox="1425 821 1629 899">Lasting till</th> <th data-bbox="1629 821 1871 899">Revenue Share Applicable</th> </tr> </thead> <tbody> <tr> <td data-bbox="1272 899 1425 997">Year 6 from SOD</td> <td data-bbox="1425 899 1629 997">Year 15 from SOD</td> <td data-bbox="1629 899 1871 997">% quoted by the Bidder</td> </tr> <tr> <td data-bbox="1272 997 1425 1117">Year 16 from SOD</td> <td data-bbox="1425 997 1629 1117">Year 25 from SOD</td> <td data-bbox="1629 997 1871 1117">1.5 times the % quoted by the Bidder</td> </tr> <tr> <td data-bbox="1272 1117 1425 1240">Year 26 from SOD</td> <td data-bbox="1425 1117 1629 1240">End of Concession period</td> <td data-bbox="1629 1117 1871 1240">2.5 times the % quoted by the Bidder</td> </tr> </tbody> </table>	Starting From	Lasting till	Revenue Share Applicable	Year 6 from SOD	Year 15 from SOD	% quoted by the Bidder	Year 16 from SOD	Year 25 from SOD	1.5 times the % quoted by the Bidder	Year 26 from SOD	End of Concession period	2.5 times the % quoted by the Bidder
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8	Part I – Preliminary (Point No: G) of the Draft Concession Agreement – RFP Volume II	G. The Selected Bidder / Concessionaire in accordance with the terms and conditions as specified in the RFP, as being the pre-condition to the execution of this Agreement, has paid the non-refundable and irrevocable payment of Rs. 62	G. The Selected Bidder / Concessionaire in accordance with the terms and conditions as specified in the RFP, as being the pre-condition to the execution of this Agreement, has paid the non-refundable and irrevocable payment of Rs. 31																								

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		Lakhs (Rupees Sixty Two Lakhs Only) vide Demand Draft in favor of “Infrastructure Corporation of Andhra Pradesh Ltd. (INCAP)”, payable at Hyderabad; towards payment of Project Development Fees.	Lakhs (Rupees Thirty One Lakhs Only) vide Demand Draft in favor of “Infrastructure Corporation of Andhra Pradesh Ltd. (INCAP)”, payable at Hyderabad; towards payment of Project Development Fees.
9	Clause No: 3.1.1 of the Draft Concession Agreement – RFP Volume II	3.1.1. Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Concessions Authority hereby grants to the Concessionaire the concession set forth herein including the exclusive right, license and Concessions Authority to construct, operate and maintain the School (the "Concession") during the period commencing from the Appointed Date and ending on the 33rd (thirty third) anniversary thereof in accordance with the provisions of this Agreement, or upon earlier termination thereof (the "Concession Period") and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein	3.1.1 Subject to and in accordance with the provisions of this Agreement, Applicable Laws and the Applicable Permits, the Concessions Authority hereby grants to the Concessionaire the concession set forth herein including the exclusive right, license and Concessions Authority to construct, operate and maintain the School (the "Concession") during the period commencing from the Appointed Date and ending on the 66 th (Sixty Sixth) anniversary thereof in accordance with the provisions of this Agreement, or upon earlier termination thereof (the "Concession Period") and the Concessionaire hereby accepts the Concession and agrees to implement the Project subject to and in accordance with the terms and conditions set forth herein
10	Clause No: 3.2.1 of the Draft Concession Agreement – RFP Volume II	3.2.1 Subject to and in accordance with provisions of this Agreement, upon the expiry of the initial Concession Period of thirty three (33) years, the Concessions Authority shall, in the event it determines to undertake the continued operations and management of the Project Facilities through PPP structure, and subject to the Concessionaire observing all the terms and conditions under this	3.2.1 Subject to and in accordance with provisions of this Agreement, upon the expiry of the initial Concession Period of sixty six (66) years, the Concessions Authority shall, in the event it determines to undertake the continued operations and management of the Project Facilities through PPP structure, and subject to the Concessionaire observing all the terms and conditions under this

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		<p>Agreement as well as the Project Site Lease Deed and not committing any breach thereof, provide the Concessionaire with the right to match and accept the price and terms of the highest bid / prospective selected bidder (subject to Concessionaire participating in such bidding process), that is obtained by the Concessioneing Authority through a competitive bidding process for fresh term of Concession Period (“Right of First Refusal”). If the Concessionaire matches and accepts the price and terms of the highest bid /prospective selected bidder, then it shall be awarded the Concession for an additional period of Concession Period (not exceeding 33 years) and if it fails to do so, then the said Concession would be awarded to the prospective selected bidder</p>	<p>Agreement as well as the Project Site Lease Deed and not committing any breach thereof, provide the Concessionaire with the right to match and accept the price and terms of the highest bid / prospective selected bidder (subject to Concessionaire participating in such bidding process), that is obtained by the Concessioneing Authority through a competitive bidding process for fresh term of Concession Period (“Right of First Refusal”). If the Concessionaire matches and accepts the price and terms of the highest bid /prospective selected bidder, then it shall be awarded the Concession for an additional period of Concession Period (not exceeding 33 years) and if it fails to do so, then the said Concession would be awarded to the prospective selected bidder</p>
11	<p>Clause No: 5.1.4 of the Draft Concession Agreement – RFP Volume II</p>	<p>5.1.4 The Concessionaire shall, construct the School Infrastructure necessary and sufficient for the use of not less than 500 (five hundred) Students on or before the Scheduled Completion Date in accordance with the provisions of Clause 12.3. Also the Concessionaire shall, construct the School Infrastructure necessary and sufficient for the use of not less than 1,000 (one thousand) Students on or before the completion of 10th (tenth) year starting from the date of this Agreement.</p>	<p>5.1.4 The Concessionaire shall, construct the School Infrastructure necessary and sufficient for the use of not less than 500 (five hundred) Students on or before the Scheduled Completion Date in accordance with the provisions of Clause 12.3. Also the Concessionaire shall, construct the School Infrastructure necessary and sufficient for the use of not less than 1,000 (one thousand) Students with residential facilities for minimum 150 (One Hundred and Fifty) Students on or before the completion of 10th (tenth) year starting from the date of this</p>

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			Agreement.
12	Clause No: 12.1 of the Draft Concession Agreement – RFP Volume II	a) submit to the Concessioneing Authority its architectural design, Drawings and construction time schedule for completion of the School Infrastructure for the use of at least 1,000 (one thousand) Students in accordance with the Project Completion Schedule as set forth in Schedule-G;	a) submit to the Concessioneing Authority its architectural design, Drawings and construction time schedule for completion of the School Infrastructure for the use of at least 1,000 (one thousand) Students with residential facilities for minimum 150 (One Hundred and Fifty) Students in accordance with the Project Completion Schedule as set forth in Schedule-G;
13	Clause No: 26.1.2 of the Draft Concession Agreement – RFP Volume II	26.1.2 It may be noted that the Market Value applicable for the Project for computing Annual Lease Rental as determined by the District Administration shall be taken at Rs. 10,00,000 (Rupees Ten Lakhs) per acre.	26.1.2 The Annual Lease Rental for the first year of Concession is Rs. 10,000 (Rupees Ten Thousand) per acre of land leased under the Lease Agreement. The amount of Annual Lease Rental shall be escalated at the rate of 10% every 6 th year during the Concession Period
14	Clause No: 26.2.3 of the Draft Concession Agreement – RFP Volume II	26.2.3 The Revenue Share quoted by the Selected Bidder shall be payable by the Concessionaire from the 1 st (first) year to the 10 th (tenth) year of the Concession. The Revenue Share shall be 1.5 (One and a half) times the figure quoted by the Selected Bidder from the 11 th (eleventh) year to the 20 th (twentieth) year of the Concession. The Revenue Share shall be 2.5 (Two and a half) times the figure quoted by the Selected Bidder from the 21 st (Twenty first) year till the end of concession period.	26.2.3 The Revenue Share quoted by the Selected Bidder shall be payable by the Concessionaire from the 6 th (Sixth) year to the 15 th (Fifteenth) year of the Concession. The Revenue Share shall be 1.5 (One and a half) times the figure quoted by the Selected Bidder from the 16 th (Sixteenth) year to the 25 th (Twenty fifth) year of the Concession. The Revenue Share shall be 2.5 (Two and a half) times the figure quoted by the Selected Bidder from the 26 th (Twenty sixth) year till the end of concession period.
15	Annex –I (Schedule	1. Construction of School Infrastructure	1. Construction of School Infrastructure

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	B) of the Draft Concession Agreement – RFP Volume II	1.1. The School Infrastructure shall be designed and constructed for a minimum capacity of 1,000 (one thousand) Students.	1.1. The School Infrastructure shall be designed and constructed for a minimum capacity of 1,000 (one thousand) Students with residential facilities for minimum 150 (One Hundred and Fifty) Students.
16	<u>SCHEDULE O:</u> <u>PROJECT SITE LEASE DEED</u> Point no: 3 of the Draft Concession Agreement – RFP Volume II	3. The Concessions Authority hereby leases the Premises unto the Concessionaire on an “as is where is basis” under the terms of this Deed from the _____ day of 2015 for a period of Thirty Three (33) Years, which period shall be co-terminus with the Concession Period and shall be terminated at a date to coincide with the Concession Period. The Concessions Authority hereby undertakes that it shall not terminate this Deed, except upon the due and valid termination of the Concession Agreement.	3. The Concessions Authority hereby leases the Premises unto the Concessionaire on an “as is where is basis” under the terms of this Deed from the _____ day of 2015 for a period of Sixty Six (66) Years, which period shall be co-terminus with the Concession Period and shall be terminated at a date to coincide with the Concession Period. The Concessions Authority hereby undertakes that it shall not terminate this Deed, except upon the due and valid termination of the Concession Agreement.

Sd/-

Vice Chairman & Managing Director, INCAP