

**Selection of the Developer for Development of International Convention Centre at APIIC Ground, Harbour Park Land, Visakhapatnam, Andhra Pradesh under Public Private Partnership (PPP) mode**

***CORRIGENDUM***

Notice No. INCAP/AP/CONVENTION CENTRE/VSPM/04/2017, date: 20.02.2017

**Corrigendum No. INCAP/AP/Convention Centre/VSPM/04/2017/03, dated: 19.04.2017**

S. No.	Reference RFP Volume	Article	Sub Article/ Clause	Description as per RFP – Original Sub Article/Clause	Amendments/Modification/Addendum
1	Volume 1: Instructions to Bidder (ITB) and Bid Data Sheet (BDS)	A. General	1. Scope of Bid and Bidding Process	1.4 The Lease Period proposed is as prescribed in the BDS  <b>Bid Data Sheet (BDS)</b> <b>Lease Period:</b> 33 years. The Lease Period may be renewed for an additional period of 33 years subject to compliance to all terms and conditions of the Agreement by the Lessee on first right of refusal basis on mutual agreement of conditions	1.4 The Lease Period proposed is as prescribed in the BDS  <b>Bid Data Sheet (BDS)</b> <b>Lease Period:</b> 33 years. If the Developer has complied with all the terms and conditions of the Lease cum Development Agreement and the Lease Deed, the Developer shall be eligible for an automatic extension for another 33 years. The terms and conditions for such an extension will be determined by the government policies prevailing at that point of time.
2	Volume 3: General Conditions of Lease cum Development Agreement (GCA) and Special Conditions of Lease cum Development	C. Lease Term/Period	9. Renewal of Lease Term/Period	9.1 The Lease Term may be renewed for an additional period of 33 years subject to compliance to all terms and conditions of the Lease cum Development Agreement by the Lessee on First Right of Refusal basis on mutual agreement of conditions.	The Developer will be eligible for an automatic extension for an additional period of 33 years subject to compliance to all terms and conditions of the Lease cum Development Agreement and Lease Deed by the Lessee. The terms and conditions for such an extension will be determined by the government policies prevailing at that point of time.

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S. No.	Reference RFP Volume	Article	Sub Article/ Clause	Description as per RFP – Original Sub Article/Clause	Amendments/Modification/Addendum
	Agreement (SCA)				
3	Volume 3: General Conditions of Lease cum Development Agreement (GCA) and Special Conditions of Lease cum Development Agreement (SCA)	C. Lease Term/Period	9. Renewal of Lease Term/Period	9.2 If for any reason the Lessor and Lessee decide to exercise this option in positive manner leading to renewal of Lease for a period as specified in the SCA, then in that event, all the terms and conditions including Annual Land Lease Rent and aggregate period of extension shall be as per the prevailing Government policies at that time.	The terms and conditions including Annual Land Lease Rent for the extension of an additional period of 33 years will be determined by the government policies prevailing at that point of time.
4	Volume 3: General Conditions of Lease cum Development Agreement (GCA) and Special Conditions of Lease cum Development Agreement (SCA)	C. Lease Term/Period	10. Non-renewal of Lease Term/Period	10.1 In case of non-renewal of the Lease beyond the Lease Term, the Lessor shall resume the Project Site, Project as specified in the GCA 1.1 (FF) and all Project Assets including structures appurtenant thereto along with all fixtures and fittings shall stand vested in the Lessor with immediate effect upon expiration of Term and without any liabilities/ obligations towards the Lessee.	In case of non-renewal of the Lease by automatic extension beyond the Lease Term, the Lessor shall resume the Project Site, Project as specified in the GCA 1.1 (FF) and all Project Assets including structures appurtenant thereto along with all fixtures and fittings shall stand vested in the Lessor with immediate effect upon expiration of Term and without any liabilities/obligations towards the Lessee.
5	Volume 1: Instructions to Bidder (ITB) and Bid Data Sheet (BDS)	APPENDIX VII – Format for Technical Eligibility Criteria		Certificate from the Statutory Auditor/ Client regarding construction works	The revised format for the Certificate from the Statutory Auditor/Client regarding construction works is produced below:

**Certificate from the Statutory Auditor/ Client regarding construction works<sup>Φ</sup>**

Based on its books of accounts and other published information authenticated by it, {this is to certify that \_\_\_\_\_ (name of the Bidder/Member/Associate) was engaged by \_\_\_\_\_ (title of the project company) to execute \_\_\_\_\_ (name of project) for \_\_\_\_\_ (nature of project)}<sup>Ψ</sup>. The construction of the project commenced on \_\_\_\_\_ (date) and the construction was completed on \_\_\_\_\_ (date). The project operations commissioned on \_\_\_\_\_ (date, if any).

It is certified that \_\_\_\_\_ (name of the Bidder/ Member/Associate) received/ paid Rs. \_\_\_\_\_ cr. (Rupees \_\_\_\_\_ crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. \_\_\_\_\_ cr. (Rupees \_\_\_\_\_ crore), of which the Bidder/Member/Associate received/ paid Rs. \_\_\_\_\_ cr. (Rupees \_\_\_\_\_ crore), during the past ten financial years as per year-wise details noted below:

\_\_\_\_\_  
\_\_\_\_\_

*{It is further certified that the payments/ receipts indicated above are restricted to the share of the Bidder who undertook these works as a partner or a member of joint venture/ consortium.}*<sup>▲</sup>

Name of the audit firm:

Seal of the audit firm:

(Signature, name and designation of the

Date:

authorised signatory).

<sup>Φ</sup> Provide Certificate as per this format only. Attach explanatory notes to the Certificate, if necessary. In jurisdictions that do not have statutory auditors, either the firm of auditors which audits the annual accounts of the Bidder or its Associate or a firm of auditors who is authorized to audit annual accounts of companies/firms may provide the certificates required under this RFQ. The Authority reserves the right to perform independent checks on the veracity of such claims.

<sup>Ψ</sup> In case the Bidder/Member/Associate claims experience of an Eligible Project and engaged a contractor for undertaking the construction works, this language may be modified to read: "this is to certify that ..... (name of Bidder/ Member/Associate) owned 26% or more of equity invested in the..... (name of Project) when it undertook construction of the Project from .....(date) to .....(date).

<sup>▲</sup> This certification should only be provided in case of jobs/ contracts, which are executed as part of a partnership/ joint venture/ consortium. The payments indicated in the certificate should be restricted to the share of Bidder in such partnership/ joint venture/ consortium. This portion may be omitted if the contract did not involve a partnership/ joint venture/ consortium. In case where work is not executed by partnership/ joint venture/ consortium, this paragraph may be deleted.