



## DIU SMART CITY LIMITED

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DMC/DIU/CONST/SMARTCITY/2020-21/ 1645

Date: 04th February 2021

### Corrigendum 1

Tender no. 27/2020-21/DSCL-Diu, Vide notice no DMC/DIU/CONST/SMARTCITY/2020-21/1561 dated 21st January 2021 for Development a Cable Car from Diu to Ghoghla, on Design Build Finance operate and Transfer (DBFOT) basis under PPP Framework (3rd Call).

All Bidders are requested to take note of following revisions in the RFP as per pre-bid meeting dated 28<sup>th</sup> January 2020.

Sr. No	Reference Clause No. in RFP	Clause as appearing in the published RFP	Query / Suggestion / Request	Response / Clarification by DSCL
1	Clause no 1.1.2.2 Page no 8 of RFP Document	The firm has to develop the Mono Cable Detachable Gondola System Ropeway as per BIS Standard or CEN (European) standards. In case of CEN (European) standards Manufacturing of Ropeway and associated support structure should be done in India as per the guideline of Niti Aayog.	<b>Request:</b> The firm has to develop the Ropeway as per BIS Standard or CEN (European) standards. In case of CEN (European) standards Manufacturing of Ropeway and associated support structure should be done in India as per the guideline of Niti Aayog. <b>Suggestion:</b> No confusion and matching with clause 1.1.2. (1). Moreover, freedom may please be given to the bidders to choose the ropeway system matching with desired capacity.	The firm has to develop the Mono Cable Detachable Gondola System Ropeway or Jig Back Gondola System or BI-Cable & TRI- Cable Ropeway system matching with desired capacity given in various section in RFP as per BIS Standard or CEN (European) standards. In case of CEN (European) standards Manufacturing of Ropeway and associated support structure should be done in India as per the guideline of Niti Aayog.

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Sr. No	Reference Clause No. in RFP	Clause as appearing in the published RFP	Query / Suggestion / Request	Response / Clarification by DSCL
2	Clause no 2.1.5 Page no 14 of RFP Document	The Bidder shall transfer a Bid security of Rs. 40,00,000/- (Rupees Forty Lakh only) in accordance with the provisions of this RFP for the Bid submitted ("Bid Security").	<b>Request:</b> The bidder shall submit a declaration in accordance with the memorandum issued by ministry of Finance, Govt of India dtd. 12/11/2020 regarding Bid Security/EMD.	The Bidder shall transfer a Bid security of Rs. 40,00,000/- (Rupees Forty Lakh only) in accordance with the provisions of this RFP for the Bid submitted ("Bid Security"). "The Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or start-ups as recognized by Department of Industrial Policy and Promotion (DIPP) are exempted from submission of Bid Security".
3	Clause no 6.1.3 Page no 33 of Draft Concession Agreement	The Authority agrees to provide support to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following: a) upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, may provide support and facilitation to the Concessionaire in procuring Applicable Permits (Schedule – E) required from any Government	<b>Request:</b> The Authority agrees to the Concessionaire and undertakes to observe, comply with and perform, subject to and in accordance with the provisions of this Agreement and the Applicable Laws, the following: a) upon written request from the Concessionaire, and subject to the Concessionaire complying with Applicable Laws, shall arrange to the Concessionaire in procuring Applicable Permits (Schedule – E) required from any Government Instrumentality for implementation and operation of the Project;	No changes in clause no 6.1.3 page no 33 of Draft Concession agreement (Read as it is as per RFP).

*See*

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		Instrumentality for implementation and operation of the Project;	<b>Suggestion:</b> This will be easier for Authority	
4	1.01 (Price Schedule)	Annual Concession fee, to be quoted by Bidder (Minimum Reserve Concession Fee is Rs 10,00,000/- Ten Lakh Only)	<b>Request:</b> Annual Concession fee, to be quoted by Bidder. <b>Suggestion:</b> Boost up to the bidders	No changes in clause no 1.01 of Price Schedule Read as it is as per RFP).
5	1.3 (4) Page no 13 of RFP Document	Last date for submission of e Bids ("Bid Due Date") 11/02/2021 up to 1800 hours	<b>Request:</b> Last date for submission of e Bids ("Bid Due Date") 11/03/2021 up to 1800 hours <b>Suggestion:</b> For Comfortable preparation of Bid	Last date for submission of e Bids ("Bid Due Date") 22/02/2021 up to 1800 hours
6	1.1.2 (2) page no 8 of RFP Document	In case of CEN (European) standards, manufacturing of ropeway and associated ropeway structures should be done in India as the guidelines of Niti Ayog.	It may The authorities may please note that there is no CEN (European) standard ropeway manufacturing facility in India and Niti Ayog permits such import. However associated ropeway structures and embedded parts shall be manufactured in India. The civil works and installation shall also be executed by Indian companies. Insisting on manufacturing of ropeway equipment in India is tantamount to disqualification of any CEN standard manufacturing company right at the outset. This requirement therefore may please be removed. CEN standards also include the highest benchmarking for passenger safety.	Kindly refer guideline issued by Niti Aayog vide F.No.: 11014/18/2019-S&T dated 09th October 2020.  No changes in clause no 1.1.2 (2) on page no 8 of RFP document (Read as it is as per RFP).

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Sr. No	Reference Clause No. in RFP	Clause as appearing in the published RFP	Query / Suggestion / Request	Response / Clarification by DSCL
7	1.1.2 (11,12,13) page no 9 of RFP Document	In all these paras it is mentioned "as per BIS standards".	It should read "as per BIS/CEN standards".	Changes proposed in Clause no 1.1.2 (11, 12 & 13) where ever mention BIS Standards Read BIS/CEN standards.
8	1.1.2 (14) page no 9 of RFP Document	The concessionaire has to plan for provision of an evacuation system, in case of stoppage of cable car midway, due to breaking of wire rope, any failure in column structure, failure in machinery, any problem in cable car.	As per article 17.5.2 of the DCA, the concessionaire's responsibility for rescue operations on the Diu to Ghoghla Ropeway shall be limited to getting the passengers to the nearest station for disembarkation. Is that to construed as a mandatory technical requirement. Please clarify.	Yes, concessionaire has to plan for provision of an evacuation system, in case of stoppage of cable car midway, due to breaking of wire rope, any failure in column structure, failure in machinery, any problem in cable car.  No changes in clause no 1.1.2 (14) on page no 9 of RFP document (Read as it is as per RFP).
9	1.2.4 page no 12 of RFP Document	Bid security of Rs 40,00,000	The authorities are requested to waive the bid security in line with the provisions provided in Govt of India, MOF, office memorandum No F.9/4/2020 dated 12th Nov 2020 (copy att ). MMRDA has already waived bid security for the Mahavirnagar – Gorai project citing this office memorandum, and so have many other states.	In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security of Rs. 40,00,000/- (Rupees Forty Lakh only) (the "Bid Security"), which shall be refundable, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a FDR or a bank guarantee acceptable to the Authority. Its validity period shall not be less than 240 (two hundred and forty) days from the Bid Due Date, and may be extended as may be mutually agreed between the Authority and the Bidder

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				from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. "The Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or start-ups as recognized by Department of Industrial Policy and Promotion (DIPP) are exempted from submission of Bid Security".
10	4.1.2 (iii) page no 22 of DCA	Conditions precedent – The authorities may facilitate procurement of applicable permits for forest clearance, EIA, environmental protection.	The authorities are requested to take on the responsibility of getting the forest clearance, EIA etc. All necessary documentation shall be done by the concessionaire. Maharashtra (MMRDA), Himachal Pradesh (RRTDC) and many other states have already set a precedence by taking on the responsibility of Environmental and CRZ clearances and including it in the conditions precedent for concessioning authority.	No changes in clause no 4.1.2 (iii) on page no 22 of Draft Concession Agreement (Read as it is as per RFP).
11	4.3 page no 23 of DCA	Time allotted for compliance of conditions precedent- 180 days.	Time allotted for compliance of conditions precedent should be 365 days	No changes in clause no 4.3 on page no 23 of Draft Concession Agreement (Read as it is as per RFP).
12	4.3 & 4.4 page no 23 of DCA	Damages for delay for compliance of conditions precedent- For delay on account of the concessioning	Request the authorities to reconsider and reframe the clause on principle of equity.	No changes in clause no 4.3 & 4.4 on page no 23 of Draft Concession Agreement (Read as it is as per RFP).

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		authority, concessionaire is entitled only time extension and no financial compensation. However, if the delay is by the concessionaire the concessionaire shall pay damages at the rate of 0.2% of performance security per day subject to a maximum of 20% of performance security.		
13	11.2 page no 44 of DCA	Shifting of utilities	Mapping and shifting of existing utilities should be an obligation of the authority and the cost should be borne by the concessioning authority. Request the authorities to revise clause accordingly.	No changes in clause no 11.2 on page no 44 of Draft Concession Agreement (Read as it is as per RFP).
14	11.4 page no 44 of DCA	Felling of trees	Request the authorities to undertake felling of trees at their cost.	No changes in clause no 11.4 on page no 44 of Draft Concession Agreement (Read as it is as per RFP).
15	General		As the CEN certified equipment suppliers are limited and do not participate as developers, we request the authorities to include a clause for technical tie up with the liberty to tie up with multiple partners.	No changes in clause.
16	General		We request the authorities to confirm participation from overseas bidders.	Bidder can participate as per qualification criteria set in various section. No changes in clause.
17	General		Please provide the topographical & Geotech surveys, detailed traffic study and feasibility report/DPR (If available) for the project.	Kindly refer clause no 1.1.3 the bidder(s) may undertake a technical and financial feasibility study on their own.

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				No changes in clause no 1.1.3 on page no 10 of RFP Document (Read as it is as per RFP).
18	1.1.2 (7) page no 8 of RFP Document	RFP document is mentioning that : « The alignment of the Cable Car is crossing over the navigational channel in Diu Harbour , where ship/Boat movement is frequent which has to be considered during the development of the Cable Car. The Concessionaire has to provide clearance of minimum 30 m between water (high tide level) and the bottom of Gondola after considering the sag as per the standards. The Concessionaire has to confirm the span considered in the channel and maximum sag considered by anticipating maximum traffic, the future load and clearance between cable car and ship and provide the same to DSCL for approval. »	<p>But looking at google views see beside ), it seems that over the 1430 meters of alignment, most of the sea water crossing is over shallow waters, where navigation doesn't seem possible, or only with very small vessel .</p> <p>Such 30m air clearance above all water crossed by the alignment doesn't seem appropriate and feasible</p> <p>Such 30m air clearance below the ropeway cabin should be applied on a limited navigation channel (near Diu cable car station as shown in the screen shot below) of 100 to 130 meters maximum. Could you confirm the exact location of the navigation channel where the 30m clearance apply ?</p>	<p>The Concessionaire has to provide clearance of minimum 30 m between water (high tide level) and the bottom of Gondola after considering the sag as per the standards in navigation channel for free movement of boat/ships.</p> <p>Further clarification the prospective bidder may refer to clause no 1.1.2 (6).</p> <p>No changes in clause no 1.1.2 (7) on page no 8 of RFP Document (Read as it is as per RFP).</p>
19	(1.1.2 (3) page no 8 of RFP Document	RFP document is mentioning that : « he work includes development of terminal station at Diu and Ghoghla on the area allotted by DSCL (2,000 Sqm (1000 for each Terminal Station) or the actual area given), as per their	Considering Cable car stations and cabins garage + side facilities for the infrastructure development ticketing counters , car park , toilets ...), this 2000 sqm land isn't enough for the project development viability.	No changes in clause no 1.1.2 (3) on page no 8 of RFP Document (Read as it is as per RFP).

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		own concept according to the development rules applicable in the DMC/ area. However bidder has to submit the plan and design of the terminals to DSCL for its approval.	What additional land DSCL could add to the project and concession in order to make it doable /viable for a private investor.	
20	4.1.2 page no 22 of DCA	Concession draft contract is mentioning that DSCL: « iii. May facilitate for procured Applicable Permits relating to forest clearance, EIA, environmental protection and conservation of the Site. However, the Concessionaire shall make all the necessary applications at its cost for such clearances, fulfilling of any other requisite conditions as may be required and also bear the cost of taking the Environmental/Forest clearances/ROW i.e. NPV of trees or any payments etc.	We request that such approval, clearances and permits would fall under DSCL's responsibility assisted by the Concessionaire and not the opposite.	No changes in clause no 4.1.2 (iii) on page no 22 of Draft Concession Agreement (Read as it is as per RFP).
21	3.4.4 a. page no 35 of RFP Document	<p>Eligibility Criteria – Technical Capacity</p> <p>Must have an experience of at least one Ropeway/Cable Car Project of Rs. 32 Crores or Two Ropeway/Cable Car Project of not less than Rs 20 Crore each or three Ropeway/Cable Car Project not less than of Rs 16 Crore each in the last Seven years.</p>	<p><b>Request:</b> Two completed Ropeway/ Cable Car projects of 10 cr each or three on- going Ropeway/ Cable Car Projects of 14 crs each.</p>	No changes in clause no 3.4.4.a on page no 8 of RFP Document (Read as it is as per RFP).





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22	2.15.3 Page no 28 of RFP Document	Bidders will have to pay cost of Tender Document through Demand Draft of Rs 10,000/- (Rupees Ten thousand only) including all taxes towards the non-refundable Tender Fee.	Exemption available to MSME unit	<p>Bidders will have to pay cost of Tender Document through Demand Draft of Rs 10,000/- (Rupees Ten thousand only) including all taxes towards the non-refundable Tender Fee. The payment of Tender fee is to be made in favour of "Chief Executive Officer, DSCL, Diu" on any Scheduled/Nationalized Bank having its branch at Diu. The same shall be submitted along with the Bid Security prior to the bid due date, failing which the offer of the firm will be left out of consideration. The downloading of the tender documents shall be carried out strictly as provided on the web site. No editing, addition / deletion of matter shall be permitted. If such action is observed at any stage, such offer is liable for outright rejection.</p> <p>"The Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organization or the concerned Ministry or Department or start-ups as recognized by Department of Industrial Policy and Promotion (DIPP) are exempted from submission of Tender Fee".</p>

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23			Since a considerable length will pass through sea, kindly furnish high tide and low tide water level	Kindly refer clause no 1.1.3 the bidder(s) may undertake a technical and financial feasibility study on their own.  No changes in clause no 1.1.3 on page no 10 of RFP Document (Read as it is as per RFP).

Due date for submission of tender has been revised. Bidders to take note of the revision in dates as mentioned below:

Particulars	Existing dates	Revised dates
Last date for submission of e Bids ("Bid Due Date")	11/02/2021 up to 1800 hours	22/02/2021 up to 1800 hours
Date of Physical document submission	18/02/2021 at 1700 hours	26/02/2021 at 1700 hours
Date and time of opening of Technical e Bids	18/02/2021 at 1730 hours	26/02/2021 at 1730 hours

**Note: Rest of the clauses and terms & conditions shall be the same as per the RFP document.**

Please visit <http://ddtenders.gov.in> regularly, for updates and further information.

Yours faithfully



**Chief Technical Officer**  
Diu Smart City Ltd.

Copy for information to:

1. NIC, Diu, for uploading on the website of DMC, and Diu Administration