



DIU SMART CITY LIMITED

CIN: U74999DD2018PLC009814
 C/o Diu Municipal Council,
 Fort Road, Diu 362520
 Contact: +91 2875 252126
 Email: Diudscl@gmail.com

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

Date: 02nd February 2021

Corrigendum 1

Tender no. 28/2020-21/DSCL-Diu, Vide notice no DMC/DIU/CONST/SMARTCITY/2020-21/1594 dated 28th January 2021 for Development and Operation of Floatel/Floating Restaurant in Diu Port (04th Call).

All Bidders are requested to take note of following revisions in the RFP.

Sr. No	Existing Clause	Revised Clause
1.	RFP Clause No. 3.8 The Ownership of the area permitted for Anchoring/Mooring ship: b) Whenever the Tender Inviting authority requires the area, the Licensee shall have to vacate the same at 30 days' notice and relocate to other area indicated by the Tender Inviting authority, for the remaining license period at the Licensee's cost.	RFP Clause No. 3.8 The Ownership of the area permitted for Anchoring/Mooring ship: b) Whenever the Tender Inviting authority requires the area, the Licensee shall have to vacate the same at 30 days' written notice and relocate to other area indicated by the Tender Inviting authority, for the remaining license period at the Licensee's cost.
2.	RFP Clause No. 3.9 Safety and Security Requirements: c) A rescue boat shall be made available in full readiness at all times during the operation of the Facility	RFP Clause No. 3.9 Safety and Security Requirements: c) Adequate rescue boats shall be made available in full readiness at all times during the operation of the Facility to evacuate all the passenger in the floatel in a timely manner.
3.	RFP Clause No. 3.16 Taxes, Levies etc: The Licensee shall meet all legal and financial obligations and shall pay all lawful taxes, assessments or charges which may be levied by the tax assessment levying agencies, including corporate tax or any other taxes or charges levied from time to time by any Government authority.	RFP Clause No. 3.16 Taxes, Levies etc: The Licensee shall meet all legal and financial obligations and shall pay all lawful taxes, assessments or charges which may be levied by the tax assessment levying agencies, including corporate tax or any other taxes or charges levied from time to time by any Government authority. Effect of any "Change in Law" The enactment of any new Indian law, The repeal, modification or re-enactment of any existing Indian law, Any change in the rate of any Tax should be liability of Licensee.
4.	RFP ANNEXURE-II: PERFORMANCE STANDARDS D. SAFETY REQUIREMENTS	RFP ANNEXURE-II: PERFORMANCE STANDARDS D. SAFETY REQUIREMENTS

Sr. No	Existing Clause	Revised Clause
	6. A rescue boat shall be made available in full readiness at all times during the operation of the Facility	6. Adequate rescue boats shall be made available in full readiness at all times during the operation of the Facility to evacuate all the passenger in the floatel in a timely manner.
5.	RFP Clause No. 3.22 Termination of License: The License is awarded by the Tender Inviting Authority to the Licensee upon the conditions that the Licensee shall observe each and every term and condition of the License. In case of violation of any of such conditions by the Licensee, the Licensor shall terminate the License after giving 3 months' notice.	RFP Clause No. 3.22 Termination of License: The License is awarded by the Tender Inviting Authority to the Licensee upon the conditions that the Licensee shall observe each and every term and condition of the License. In case of violation of any of such conditions by the Licensee, the Licensor shall terminate the License after giving 60 Days' notice.
6.	RFP Clause No. 3.30 Renewal of License period: No renewal of license is permitted under this contract beyond the license period.	RFP Clause No. The License period can be extendable for further Five more years one year at a time.
7.	RFP Clause No. 3.31 The Exit Clause for the Licensee: The Licensee will have an option to exit with a notice period of six months and forfeiture of the performance guarantee as below – • Exit within 3 years of license – forfeiture of 5% of Performance Guarantee.	RFP Clause No. 3.31 The Exit Clause for the Licensee: The Licensee will have an option to exit with a notice period of six months and forfeiture of the performance Security as below – • Exit within 3 years of license – forfeiture of 5% of Performance Security.
8.	RFP Clause No. 2.25 Opening and evaluation of Financial offer:	RFP Clause No. 2.25 Opening and evaluation of Financial offer: C) In case two or more technically qualified bidders have same financial bid, then in such case, the Preferred Bidder will be selected on the basis of highest turnover from restaurant business. In case the turnover from restaurant business is also same, the preferred bidder will be selected by draw in between such technically qualified bidders having same financial amount.
9.	RFP Clause No. 4.5.1 DSCL reserves the right to revoke the license by a notice period of 3 months. Under no circumstances, subletting of allotted area is permitted.	RFP Clause No. 4.5.1 DSCL reserves the right to revoke the license by a notice period of 60 Days. Under no circumstances, subletting of allotted area is permitted.
10.	Draft License Agreement Clause 3.5 The Licensee will have an option to terminate or Exit from the License Agreement with a notice period of six months and forfeiture of the performance guarantee as below • Exit within 3 years of license – forfeiture of 5% of Performance Guarantee	Draft License Agreement Clause 3.5 The Licensee will have an option to terminate or Exit from the License Agreement with a notice period of six months and forfeiture of the performance Security as below • Exit within 3 years of license – forfeiture of 5% of Performance Security

Sr. No	Existing Clause	Revised Clause
11.	Draft License Agreement Clause (o) Joint inspection of Licensed Space shall be conducted by Licensor's officials and Licensee, on regular basis as scheduled by said Authorized person. Discrepancy noticed or instructions issued by Licensor shall be rectified/ complied by Licensee within a period of 15 days, failing which Licensor reserves right to impose fine/ penalty as deemed fit by Licensor. Deliberate or willful noncompliance of Licensor written instructions for a period of 90 days shall constitute Material breach and Licensee Event of Default that shall entitle Licensor to encash Security Deposit and or terminate License Agreement after giving 60 days notice to the Licensee. Such termination of License Agreement and forfeiture of interest free Security Deposit by Licensor after adjustment of all dues what so ever shall be without prejudice to any other damages, rights or remedies applicable under law in its favour.	Draft License Agreement Clause (o) Joint inspection of Licensed Space shall be conducted by Licensor's officials and Licensee, on regular basis as scheduled by said Authorized person. Discrepancy noticed or instructions issued by Licensor shall be rectified/ complied by Licensee within a period of 15 days, failing which Licensor reserves right to impose fine/ penalty as deemed fit by Licensor. Deliberate or willful noncompliance of Licensor written instructions for a period of 60 days shall constitute Material breach and Licensee Event of Default that shall entitle Licensor to encash Security Deposit and or terminate License Agreement after giving 60 days notice to the Licensee. Such termination of License Agreement and forfeiture of interest free Security Deposit by Licensor after adjustment of all dues what so ever shall be without prejudice to any other damages, rights or remedies applicable under law in its favour.
12.	Draft License Agreement Clause 8.1 The Licensee shall not have option to terminate or Exit from the License Agreement for three (2) year (i.e thirty six month) from the commencement date.	Draft License Agreement Clause 8.1 The Licensee shall not have option to terminate or Exit from the License Agreement for three (3) year (i.e thirty six month) from the commencement date.
13.	(f) It has fully complied with the below requirements of consortium, if applicable: i. The number of Members in the Consortium does not exceed more than 5 (Five)	(f) It has fully complied with the below requirements of consortium, if applicable: i. The number of Members in the Consortium does not exceed more than 2 (Two)

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