

CORRIGENDUM – IV

DEVELOPMENT OF AERIAL PASSENGER ROPEWAY SYSTEM AT KAULESHWARI DEVI TEMPLE, CHATRA ON DESIGN, BUILD, FINANCE, OPERATE AND TRANSFER BASIS UNDER PPP FRAMEWORK

Date: 13 July, 2018

Directorate of Tourism, Government of Jharkhand by way of this Corrigendum - III is making the following addition/ deletion/amendments/ clarification to the Request for Proposal (RFP) and the Draft Project Development and Management Agreement issued on 24thApril, 2018 for the Development of Aerial Passenger Ropeway System at Kauleshwari Devi Temple, Chatra on Design, Build, Finance, Operate and Transfer Basis under PPP Framework

1. REQUEST FOR QUALIFICATION CUM REQUEST FOR PROPOSAL

No	Clause No	Section Name	Original Clause	Modified Clause
1.	Clause 1.3	Schedule of Bidding Process	4. Last date for submission of Bids (" Bid Due Date ") - 19.06.2018 up to 1500 hours	4. Last date for submission of Bids (" Bid Due Date ")– 07 August, 2018 up to 1500 hours
2.	Clause 2.2.2 A. (a)	Eligibility of Bidders - Technical Capacity	have successfully designed, installed and commissioned at least three (03) Aerial Passenger Ropeway Systems of minimum length of 400 (four hundred) metres over the past 7 (seven) years preceding the Bid Due Date (proof to be provided along with addresses of the client(s)).	have successfully designed, installed and commissioned at least three (03) Aerial Passenger Ropeway Systems of minimum capacity of 400 (persons per hour) PPH over the past 7 (seven) years preceding the Bid Due Date (proof to be provided along with addresses of the client(s)).
3.	Clause 2.2.2 B. (b)	Eligibility of Bidders- Financial Capacity	have a minimum Average Annual Turnover of Rs. 12,00,00,000/- (Rupees Twelve Crore only) during the 3 (three) financial years immediately preceding the Bid Due Date.	have a minimum Average Annual Turnover of Rs. 7,20,00,000/- (Rupees Seven Crore and Twenty Lakh only) during the 3 (three) financial years immediately preceding the Bid Due Date.
4.	Clause 3.2.1. i.	Technical Capacity for purpose of evaluation	Aerial Passenger Ropeway System would be deemed to include ropeways, cableways, tramways, funiculars and like, pulled by rope and used for carrying passengers.	Aerial Passenger Ropeway System would be deemed to mean - "The system of overhead ropes on which carriers are used for the purpose of carriage of passengers, or goods and it includes trestles, ropes, carrier, stations, offices, machinery and other works used for the purpose of or in connection with such aerial ropeway."

2. DRAFT PROJECT DEVELOPMENT AND MANAGEMENT AGREEMENT

No	Clause No	Section Name	Original Clause	Modified Clause
1.	4.1.2 (d)	Condition Precedent	provided to the Developer the Right of Way of the Site in accordance with the provisions of Clause 10.4	provided to the Developer the Right of Way of the Site in accordance with the provisions of Clause 10.3
2.	23.3	Remuneration of the Independent Engineer	<p>23.3.1 The remuneration, cost and expenses of the Independent Engineer shall be paid by the Developer to the Authority within 15 (fifteen) days of receiving a statement of expenditure from the Authority. The Authority shall forthwith upon receipt of the same from the Developer pay the remuneration to the Independent Engineer.</p> <p>23.3.2. In the event of any delay in making the said payments, the Developer shall pay interest for a period of delay calculated at a rate equal to 5% (five per cent) above the Bank Rate and the Authority would reserve the right to recover the amount from the Construction Period Performance Security, without prejudice to the right of the Authority under the provisions of this Agreement including Termination. In case of such appropriation and forfeiture of delinquent amount from Construction Period Performance Security, the provisions of Article 9 hereof shall apply.</p>	The Authority shall finalize the fees and other terms of appointment of the Independent Engineer. All fees, costs, charges and expenses payable to the Independent Engineer in accordance with the terms of its appointment (collectively "the Remuneration ") shall be borne by the Authority.

No	Clause No	Section Name	Original Clause	Modified Clause
3.	25.1.1	Concession Fee	In consideration of the grant of Concession, the Developer shall pay in each Year to the Authority, a concession fee ("Concession Fee") in advance commencing from 2 (two) years from Effective Date or COD, whichever is earlier for the entire Concession Period in accordance with the terms of this Agreement. The first instance of Concession Fee will be due 30 (thirty) days before completion of 2 (two) years from Effective Date or COD, whichever is earlier, even if construction is delayed beyond the scheduled construction period of 2 (two) years , and subsequent payments of Concession Fee will be due 30 (thirty) days before the anniversary of the first payment of Concession Fee.	In consideration of the grant of Concession, the Developer shall pay in each Year to the Authority, a concession fee ("Concession Fee") in advance commencing from Scheduled Completion Date or COD, whichever is earlier for the entire Concession Period in accordance with the terms of this Agreement. The first instance of Concession Fee will be due 30 (thirty) days before Scheduled Completion Date or COD, whichever is earlier, even if construction is delayed beyond the Scheduled Completion Date , and subsequent payments of Concession Fee will be due 30 (thirty) days before the anniversary of the first payment of Concession Fee.
4.	25.1.2	Concession Fee- Foot Note	To be filled as per the bid quoted by the Selected Bidder.	This amount shall be the Annual Fee quoted by the Selected Bidder in their Letter Comprising the Price Bid.

No	Clause No	Section Name	Original Clause	Modified Clause
5.	26.1.2	Collection and appropriation of User Fee by the Developer	<p>The Developer shall be free to decide on the fee structure for the Project subject to the following conditions:</p> <p>a) Maximum Fee of Rs. 100/- (Rupees One Hundred only) per person for a one-way trip (excluding GST) for using Ropeway Facility from the Commercial Operation Date to the end of Financial Year 2020-21;</p> <p>b) Thereafter, the Developer can increase the fee for Ropeway Facility once in every two years to the extent of the variation in CPI.</p> <p>c) Provided that for ease of payment and collection, such Fee shall be rounded off to the nearest 5 (five) rupees in accordance with provisions hereinabove; provided further that the Developer may determine and collect Fee at such lower rates as it may decide, by public notice to the Users.</p> <p>Provided that for ease of payment and collection, such Fee shall be rounded off to the nearest 5 (five) rupees in accordance with provisions hereinabove; provided further that the Developer may determine and collect Fee at such lower rates as it may decide, by public notice to the Users.</p>	<p>The Developer shall be free to decide on the fee structure for the Project.</p> <p>However, no fees will be applicable for children below 5 (five) years of age, and full ticket price will be applicable for persons aged 5 (five) years and above.</p>
6.	40.1	Definitions	Addition	<p>“Scheduled Completion Date” shall have the meaning set forth in Clause 12.4.1 and Schedule G.</p>
7.	40.1	Definitions	Addition	<p>“Scheduled Construction Completion Date” shall have the same meaning as “Scheduled Completion Date”.</p>

No	Clause No	Section Name	Original Clause	Modified Clause
8.	40.1	Definitions	Addition	“ Compliance Date ” shall have the same meaning as “ Appointed Date ”.
9.	40.1	Definitions	Addition	“ Agreement Date ” shall have the same meaning as “ Effective Date ”.