

Annexure I
Tourism Department
Government of Meghalaya
Corrigendum 3

File No.: M/D TOUR/TECH/98/2024/36

Dated: 10th April 2025

Project Name: Re-development, Operation and Maintenance of Orchid Lake Resort, located at Umiam, Ri Bhoi District, Meghalaya to 5 Star Luxury Resort under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership (PPP)

S.No	RFP Clause & Page Number	Existing RFP clause/Corrigendum-1 / Corrigendum - 2/Notice	Amended/Revised RFP Clause
1	<p>Project Summary</p> <p>Point No 15</p> <p>Consideration to Authority</p> <p>Page No 1</p>	<p>Described in detail in Clause 2.7</p> <ul style="list-style-type: none"> ➤ One-time Upfront Premium – Rs 5 crs (Five crore only) ➤ Annual Concession Fee - INR 1 Lakh escalated @ 10% in every three years ➤ Annual Lease Rental - As quoted by the Bidder above minimum threshold of INR 2.80 cr escalated @ 10% in every three years. <p><i>Note: The quoted Annual Lease Rent for the first 3 years from the Commercial Operation Date shall be on a pro-rata basis based on the number of keys i.e., for 100 keys.</i></p> <p>Revenue Share - 1% of Gross Revenue for each accounting year</p> <p>Note: Capital subsidy and various incentives under Meghalaya Industrial & Investment Promotion Policy (MIIPP)-2024 and Uttar Poorva Transformative</p>	<p>Described in detail in Clause 2.7</p> <ul style="list-style-type: none"> ➤ One-time Upfront Premium – Rs 5 crs (Five crore only) ➤ Annual Concession Fee - INR 1 Lakh escalated @ 10% in every three years ➤ Annual Lease Rental – 5 Lakhs (Five Lakhs) which is 1% of Upfront Premium. The Annual Lease Rent shall be escalated by 5% in every 3 years. ➤ Revenue Share - 4% of Gross Revenue for each accounting year which shall be considered as Bid Variable/Bid Parameter to select bidder <p>Note: Capital subsidy and various incentives under Meghalaya Industrial & Investment Promotion Policy (MIIPP)-2024 and Uttar Poorva Transformative Industrialisation Scheme (UNNATI)-2024 shall be applicable to the project.</p>

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		Industrialisation Scheme (UNNATI)-2024 shall be applicable to the project.																			
2	2 Project Details Clause 2.6 Bid Variable Page No 23	<p>2.6 Bid Variable</p> <p>a. Annual Lease Rental (ALR) quoted over and above the minimum threshold of INR 2,80,00,000/- (Rupees Two Crores and Eighty Lakhs Only) shall be the Bid Variable. Any bidder quoting below the threshold shall summarily be rejected.</p> <p>b. Technically Qualified Bidder quoting the highest ALR for the Project shall be declared as the Successful Bidder</p>	<p>2.6 Bid Variable</p> <p>a. Revenue Share quoted over and above the minimum threshold of 4% of Gross Revenue for each accounting year shall be the Bid Variable. Any bidder quoting below the threshold shall summarily be rejected.</p> <p>b. Technically Qualified Bidder quoting the highest Revenue Share over and above the minimum threshold for the Project shall be declared as the Successful Bidder</p>																		
2	Schedule of Bidding Process Page No. 12	<p>According to Corrigendum -2</p> <table border="1"> <thead> <tr> <th>S.No</th> <th>Event Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>End Date of Bid Submission/Bid Due Date</td> <td>4:00 pm: 7th April 2025</td> </tr> <tr> <td>6</td> <td>Opening of Technical Proposal</td> <td>5:30 pm: 7th April 2025</td> </tr> </tbody> </table>	S.No	Event Description	Date	5	End Date of Bid Submission/Bid Due Date	4:00 pm: 7 th April 2025	6	Opening of Technical Proposal	5:30 pm: 7 th April 2025	<table border="1"> <thead> <tr> <th>S.No</th> <th>Event Description</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>5</td> <td>End Date of Bid Submission/Bid Due Date</td> <td>4:00 pm: 28th April 2025</td> </tr> <tr> <td>6</td> <td>Opening of Technical Proposal</td> <td>5:30 pm: 28th April 2025</td> </tr> </tbody> </table>	S.No	Event Description	Date	5	End Date of Bid Submission/Bid Due Date	4:00 pm: 28th April 2025	6	Opening of Technical Proposal	5:30 pm: 28th April 2025
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4	Invitation for Proposal Sub-Clause 1.1.9 Page No 12	The Selected Bidder shall, prior to execution of the Concession Agreement (the “Concession Agreement”), incorporate as per the terms of this RFP, an appropriate Special Purpose Vehicle (the “SPV”) under the Companies Act, 2013 to execute the Agreement and implement the Project and such SPV (the “Concessionaire”) shall be responsible for development, operation and maintenance of the Project under and in accordance with the provisions of the Agreement to be	The Selected Bidder shall, prior to execution of the Concession Agreement (the “Concession Agreement”), incorporate as per the terms of this RFP, an appropriate Special Purpose Vehicle (the “SPV”) under the Companies Act, 2013 to execute the Agreement and implement the Project and such SPV (the “Concessionaire”) shall be responsible for development, operation and maintenance of the Project under and in accordance with the provisions of the Agreement to be																		

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		entered into between the Concessionaire and the Authority.	entered into between the Concessionaire and the Authority. Further, SPV may not be required to be incorporated if the Selected Bidder is itself the owner/developer and operator of the hotel (under its own brand) and uses its own fund and there is no consortium/borrowing.
5	Part II The Concession Sub-Clause 4.3: Damages for delay by the Concessionaire Page No 24	<p>The Conditions Precedent required to be satisfied by the Concessionaire within a period of 120 (one hundred and twenty) days from the Execution Date shall be deemed to have been fulfilled when the Concessionaire shall have:</p> <ul style="list-style-type: none"> (a) provided the Performance Security to the Authority pursuant to Article-9; (b) executed and procured execution of the Escrow Agreement and opened and operationalised the Escrow Account in accordance with Article 26; (c) executed and procured execution of the Substitution Agreement (d) procured all Applicable Permits specified in Schedule-E unconditionally or if subject to conditions, then all such conditions required to be fulfilled under such Applicable Permits, have been fulfilled as on date the Concessionaire claims satisfaction of all the Conditions Precedent under this Agreement 	<p>The Conditions Precedent required to be satisfied by the Concessionaire within a period of 180 (one hundred and eighty) days from the Execution Date shall be deemed to have been fulfilled when the Concessionaire shall have:</p> <ul style="list-style-type: none"> (a) provided the Performance Security to the Authority pursuant to Article-9; (b) executed and procured execution of the Escrow Agreement and opened and operationalised the Escrow Account in accordance with Article 26; (c) executed and procured execution of the Substitution Agreement (d) procured all Applicable Permits specified in Schedule-E unconditionally or if subject to conditions, then all such conditions required to be fulfilled under such Applicable Permits, have been fulfilled as on date the Concessionaire claims satisfaction of all the Conditions Precedent under this Agreement

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		<p>(e) delivered to the Authority from the Selected Bidder and respective Consortium Members, if any, confirmation, in original, of the correctness of its representation and warranties set forth in Sub-Clause (l), {(m)} and (n) of Clause 7.1;</p> <p>(f) delivered to the Authority a legal opinion from the legal counsel of the Concessionaire with respect to the authority of the Concessionaire to enter into this Agreement and the enforceability of the provisions thereof;</p> <p>(g) delivered to the Authority the copies (certified as true copies by an authorised officer of the Concessionaire) of the constitutional documents of the Concessionaire;</p> <p>(h) executed the Financing Agreements and delivered to the Authority 3 (three) true copies thereof, duly attested by a director of the Concessionaire;</p> <p>(i) delivered to the Authority, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Concessionaire, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders;</p>	<p>(e) delivered to the Authority from the Selected Bidder and respective Consortium Members, if any, confirmation, in original, of the correctness of its representation and warranties set forth in Sub-Clause (l), {(m)} and (n) of Clause 7.1;</p> <p>(f) delivered to the Authority a legal opinion from the legal counsel of the Concessionaire with respect to the authority of the Concessionaire to enter into this Agreement and the enforceability of the provisions thereof;</p> <p>(g) delivered to the Authority the copies (certified as true copies by an authorised officer of the Concessionaire) of the constitutional documents of the Concessionaire;</p> <p>(h) executed the Financing Agreements and delivered to the Authority 3 (three) true copies thereof, duly attested by a director of the Concessionaire;</p> <p>(i) delivered to the Authority, 3 (three) true copies of the Financial Package and the Financial Model, duly attested by a Director of the Concessionaire, along with 3 (three) soft copies of the Financial Model in MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders;</p>

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		<p>(j) delivered to the Authority copies (certified as true copies by a director of the Concessionaire) of all resolutions adopted by the Board of Directors of the Concessionaire authorising the execution, delivery and performance by the Concessionaire of the Agreement;</p> <p>(k) provided proof of its shareholding pattern, evidenced by certificates from the authorised signatory of the Concessionaire.</p> <p>Provided that upon request in writing by the Concessionaire, the Authority may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.3.</p>	<p>(j) delivered to the Authority copies (certified as true copies by a director of the Concessionaire) of all resolutions adopted by the Board of Directors of the Concessionaire authorising the execution, delivery and performance by the Concessionaire of the Agreement;</p> <p>(k) provided proof of its shareholding pattern, evidenced by certificates from the authorised signatory of the Concessionaire.</p> <p>Provided that upon request in writing by the Concessionaire, the Authority may, in its discretion, waive any of the Conditions Precedent set forth in this Clause 4.1.3.</p>

Sd.

Director of Tourism

Meghalaya, Shillong.

Annexure II

APPENDIX-K: Format for Financial Proposal

To,
The Director of Tourism,
Directorate of Tourism, Govt of Meghalaya,
3rd Secretariat Nokrek Building,
Lower Lachumiere, Shillong 793001,
Meghalaya, India

Sub: Financial Proposal for Request for Proposal for **Re-development, Operation and Maintenance of Orchid Lake Resort, located at Umiam, Ri Bhoi District, Meghalaya to 5 Star Luxury Resort under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership (PPP)**

Sir,

With reference to the subject RFP document dated I/ we have examined the Bidding Documents and understood their contents,

I/ we offer to upgrade / develop, operate, maintain, and manage the Orchid Lake Resort, located at Ri Bhoi District, Meghalaya, in accordance with the stipulated terms and conditions and other particulars therein as defined in this RFP.

I / we hereby offer and agree to pay the following as Annual Lease Rent for the below mentioned Property:

Name of the Project	Quoted Revenue Share (Percentage)	Quoted Revenue Share (in words)
Re-development, Operation and Maintenance of Orchid Lake Resort, located at Umiam, Ri Bhoi District, Meghalaya to 5 Star Luxury Resort under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership (PPP)		

I/ we agree that my/ our Financial Bid shall remain valid for a period as mentioned in this RFP from the Bid Due Date prescribed for submission of Proposal. I / we confirm that our Financial Bid is unconditional and that we accept all terms and conditions specified in the RFP. I / we agree to be bound by this offer if we are the Selected Bidder for the aforementioned Project. There will be no grant, positive or negative from Tourism Department, Government of Meghalaya.

Yours sincerely,

Signed by:

(Name of the Authorised Signatory) For and on behalf of

(Name of the Bidder)

Designation

Place:

Date: