

**Annexure I
 Tourism Department
 Government of Meghalaya
 Corrigendum 3**

File No.: M/D TOUR/TECH/98/2024/37

Dated: 10th April 2025

Project Name: Development, Operation and Maintenance of Budget Hotel Cum Transit Accommodation Facility, located at Khanapara, Ri-Bhoi Dist., Meghalaya 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			Amended/Revised RFP Clause		
1	Schedule of Bidding Process Page No. 12	According to Corrigendum -2					
		S.No	Event Description	Date	S.No	Event Description	Date
		5	End Date of Bid Submission/Bid Due Date	4:00 pm: 7 th April 2025	5	End Date of Bid Submission/Bid Due Date	4:00 pm: 28th April 2025
		6	Opening of Technical Proposal	5:30 pm: 7 th April 2025	6	Opening of Technical Proposal	5:30 pm: 28th April 2025
2	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 entered into between the Concessionaire and the Authority.			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 entered into between the Concessionaire and the Authority.		

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			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 	<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

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		<p>satisfaction of all the Conditions Precedent under this Agreement;</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</p>	<p>satisfaction of all the Conditions Precedent under this Agreement;</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</p>

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		<p>MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders;</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>	<p>MS Excel version or any substitute thereof, which is acceptable to the Senior Lenders;</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.**