

GOVERNMENT OF MEGHALAYA

**Directorate of Tourism
Nokrek Building, Shillong.**

CORRIGENDUM-1

File No.: No. M/D Tour/Tech/98/2024/13

Dated: 25th February 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	Amended/Revised RFP Clause																		
1	Draft Concession Agreement Clause No. 3.2: Concession Period Page No.21	<p>a. Subject to early termination of this Agreement in accordance with its terms, the term of this Agreement is 45 (forty-five) years from Appointed Date (the “Concession Period”).</p> <p>b. Not Used</p> <p>c. The Authority shall, at any time prior to the date of expiry of the Concession Period, have the right to grant concession with respect to the Project for a period which it may determine, in its sole discretion, after the expiry of the Concession Period, through international competitive bidding amongst developers other than the Authority and any undertaking owned by it. The Authority further agrees that the Concessionaire shall have the right to participate in such competitive bidding and make its offer in accordance with the terms thereof. In the event that the Concessionaire is not the highest bidder, it shall have the first right of refusal to accept the concession.</p>	<p>a. Subject to early termination of this Agreement in accordance with its terms, the term of this Agreement is 45 (forty-five) years from Appointed Date (the “Concession Period”).</p> <p>b. Not Used</p> <p>c. The Authority shall have the right, at any time prior to the expiry of the Concession Period, may grant a further concession for the Project for an additional period of forty-five (45) years, at its sole discretion, through an international competitive bidding process. Such bidding shall be conducted among developers and/or hoteliers, excluding the Authority and any entity owned or controlled by it. The Concessionaire shall have the right to participate in such competitive bidding and submit its bid in accordance with the terms and conditions prescribed therein. In the event that the Concessionaire is not the highest bidder, it shall have the first right of refusal to match the highest bid and accept the concession on the same terms.</p>																		
2	Schedule of Bidding Process Page No. 12	<table border="1"> <thead> <tr> <th>SI 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>3.00 pm: 7th February 2025</td> </tr> <tr> <td>6</td> <td>Opening of Technical Proposal</td> <td>5:30 pm 10th February 2025</td> </tr> </tbody> </table>	SI No	Event Description	Date	5	End Date of Bid Submission/ Bid Due Date	3.00 pm: 7th February 2025	6	Opening of Technical Proposal	5:30 pm 10th February 2025	<table border="1"> <thead> <tr> <th>SI 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: 24th March 2025</td> </tr> <tr> <td>6</td> <td>Opening of Technical Proposal</td> <td>5:30 pm 24th March 2025</td> </tr> </tbody> </table>	SI No	Event Description	Date	5	End Date of Bid Submission/ Bid Due Date	4.00 pm: 24th March 2025	6	Opening of Technical Proposal	5:30 pm 24th March 2025
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4	Appendix-E-1: Bid Response Sheet-1	Format of Technical Capacity Technical Capacity: CRITERIA: A- Bidder with HOSPITALITY EXPERIENCE	Revised format of Technical Capacity as Annexure-2
5	3. Instructions For Bidding 3.2 Qualification /Shortlisting of Bidders Tie-up with Operator from Hospitality Sector Page No 28	<p>In the event that the applicant does not have the requisite Developing/Owning/ Operation & Maintenance/ Management experience of Hotels/Resorts i.e., bidders applying under Criteria B will be required to tie-up with any leading brand of a hospitality service provider with an overall portfolio of managing 100 operational rooms as on the bid due date (“Operator O&M experience criteria”) and should satisfy the Criteria-A: Hospitality Experience, of its own.</p> <ul style="list-style-type: none"> ➤ Affidavit/Declaration from the O&M operator of the Hospitality Sector as per Appendix -J, and requisite experience as per for Appendix E-1, Bid Response Sheet -1; ➤ Such O&M Operator will not be eligible for tie up with multiple bidders applying under Criteria B and in that case, bids of all the concerned bidders with the same O&M Operator will be summarily rejected; ➤ Such O & M operator will not be eligible to participate in bid as single entity if it ties up with other bidder applying under Criteria B; ➤ Such O&M operator shall have to be onboarded at-least 6 months prior to the COD; ➤ The submission of the O&M Agreement will be condition precedent of the Concession Agreement. ➤ Such operator should be engaged in O&M of the project from COD to at-least 5 years post COD (“Operator Lock in Period”). 	<p>In the event that the applicant does not have the requisite Developing/Owning/ Operation & Maintenance/ Management experience of Hotels/Resorts i.e., bidders applying under Criteria B will be required to tie-up with any leading brand of a hospitality service provider with an overall portfolio of managing 100 operational rooms as on the bid due date (“Operator O&M experience criteria”) and should satisfy the Criteria-A: Hospitality Experience, of its own.</p> <ul style="list-style-type: none"> ➤ Affidavit/Declaration from the O&M operator of the Hospitality Sector as per Appendix -J, and requisite experience as per for Appendix E-1, Bid Response Sheet -1; ➤ Such O & M operator will not be eligible to participate in bid as single entity if it ties up with other bidder applying under Criteria B ➤ Such O&M operator shall have to be onboarded at-least 6 months prior to the COD; ➤ The submission of the O&M Agreement will be condition precedent of the Concession Agreement. ➤ Such operator should be engaged in O&M of the project from COD to at-least 5 years post COD (“Operator Lock in Period”).

-Sd/-
 Director of Tourism
 Meghalaya, Shillong

Response to Pre-Bid Queries

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)

#	RFP Clause & Page Number	RFP Clause Description	Queries/Suggestions/Clarifications sought by bidders	Response to Queries
ITC Hotels Limited				
1	Project Summary Point No 7: Terms of Agreement (Concession Period) Page No 9	The Concession Period shall be 45 (Forty Five) Years from the Appointed Date which includes Three Years for construction/development. The Concession Period may be extended subject to satisfactory performance of the Concessionaire and terms and conditions as stipulated in the Concession Agreement and at the sole discretion of the Concessing Authority.	The Concession Period shall be 60 (Sixty) Years from the Appointed Date which includes Three Years for construction/development. Could the concession period be extended from 60 years to 90 years before re bidding and could it exclude the construction period?	Please refer the corrigendum-1
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.	SPV As per RFP, selective bidder needs to form an SPV under The Companies Act, 2013. Hope SPV is not required where bidder is itself the owner/developer and operator of the hotel (under its own brand) and uses its own fund (i.e., no borrowing) and there is no consortium/borrowing.	SPV is a mandatory condition.
2 a			Please provide clarity on whether we can demolish all the existing structures and	There is no existing structure at the location.

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			entire area can be used to build new hotel building?	
2 b			Will all the approvals/permits be provided through a single window clearance system? Hope the authority will facilitate in getting necessary approvals	The Concessionary will be responsible for procurement of all necessary approvals from relevant authorities. The Nodal Officer/Independent Expert appointed by the Authority shall make reasonable efforts to facilitate the Concessionary for the procurement of necessary approvals from relevant authorities, in accordance with applicable laws and regulations.
3	Project Summary Point No 14 Expected CAPEX (Estimated Project Cost) Page No 10	Expected CAPEX: INR 75 Crore Note- The estimated CAPEX is an indicative in nature for development of a Budget hotel of 150 rooms with ancillary facilities and infrastructure to be developed by the Concessionaire.	Hope the Estimated Cost and no. of keys mentioned are the assumptions made by the authority is not mandatory, and the bidder can decide or reduce the number of keys based on market assessment.	The Cost mentioned in the RFP is the estimated project cost. However, the actual project cost shall be determined by the successful bidder, ensuring compliance with the Minimum Development Obligation as per the RFP. The number of keys is the mandatory requirement which is to be fulfilled by the Concessionaire.
4	Project Summary Point 14: Expected CAPEX (Estimated Project Cost) Point 15: Consideration to Authority Page No 10	Expected CAPEX: INR 295 Crore Note- The estimated CAPEX is an indicative in nature for development of a 5 Star Luxury Resort having 140 rooms with ancillary facilities and infrastructure to be developed by the Concessionaire. ➤ Described in detail in Clause 2.7 ➤ One-time Upfront Premium – Rs 5 crs (Five crore only)	The minimum bid price (Annual lease rentals) of Rs. 2.80 Cr. considering 140 key hotel may not make the investment viable as a current market may not justify large investment of Rs. 295 Cr. (Estimate by Govt.). Since market needs to be developed as a preferred tourist destination, initially upscale resort with 50-60 keys with investment of less than 100 cr is likely to be more viable	Not Applicable

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		<ul style="list-style-type: none"> ➤ 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. ➤ Revenue Share - 1% of Gross Revenue for each accounting year <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>		
Queries on Draft Concession Agreement				
5	<p>Part II The Concession</p> <p>Sub-Clause 4.3: Damages for delay by the Concessionaire</p> <p>Page No 24</p>	<p>In the event that: (i) the Concessionaire does not procure fulfilment or waiver of any or all of the Conditions Precedent set forth in Clause 4.1.3 within the period specified in that Clause; and (ii) the delay has not occurred as a result of breach of this Agreement by the Authority or due to Force Majeure Event, the Concessionaire shall pay Damages to the Authority of an amount calculated at the rate of 0.3% (zero point three per cent) of the Performance Security for each day's delay until the fulfilment or waiver of such Conditions Precedent, up to the maximum amount equal to the Bid Security and upon reaching such maximum amount, the Authority may, in</p>	<p>As per the clause the concessionaire is required to fulfill the conditions precedent to achieve appointed date within 120 days of the execution date, post which bidder shall pay damages at the rate of 0.3% of performance security per day (subject to cap of performance security amount).</p> <p>A. Given the bidder needs to appoint specialized consultant, architects for development of concept design, thematic layout etc. and submit for independent engineer and Authority's approval before proceeding for the development of drawings, plans etc. for building plan approvals, environmental clearance, Fire NOC etc from various authorities and</p>	<p>A. No change in provision of DCA, however, any extension of time may be granted based on mutual understanding between the Authority and the Concessionaire, provided there is a valid reason or cause.</p> <p>B. This clause is self-explanatory. All licenses and permits requisite for the operationalisation of the hotel shall be obtained subsequent to the completion of the project's construction.</p>

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		its sole discretion and subject to the provisions of Clause 9.2, terminate the Agreement. Provided that in the event of delay by the Authority in procuring fulfilment of the Conditions Precedent specified in Clause 4.1.2, no Damages shall be due and payable by the Concessionaire under this Clause 4.3 until the date on which the Authority shall have procured fulfilment of the Conditions Precedent specified in Clause 4.1.2.	<p>appoint EPC contractor, etc, the time limit for 120 days is not sufficient. The timeline provided is too stringent and almost impossible to achieve considering the type and nature of licenses involved and committee meetings of authorities like EIA, PCB, etc. meeting once in a quarter or 6 months and dependency of each license on each other. Request authority to re look in to the timeline and kindly extend this to at least 9 months for achieving appointed date and provide grace period of at least 4-5 months before levy of penalty and/or termination etc.</p> <p>B. As per conditions precedent the Concessionaire needs to obtain all approvals as per Schedule E before the appointed date. However, this should be applicable only to pre-establishment license, permits, approvals mentioned in Schedule E (and exclude Pre-opening related licenses and permits).</p>	
6	Part II The Concession Sub Clause 5.2: obligations relating to Project Agreements Sub Clause 5.2.2	Before finalisation, the Concessionaire shall submit to the Authority the drafts of all Project Agreements and the operation and maintenance contract (if any) or any amendments or replacements thereto for its review and comments, and the Authority shall have the right but not the obligation to undertake such review and provide its comments and observations, if any, to the Concessionaire.	It is mentioned that the concessionaire will share all project agreements and the operation and maintenance contract with the authority for their review and comments before finalizing the same. Also, the selection or replacement of the contractor and execution of the project agreement shall be subject to approval of the Authority from national security and public interest perspective. Hope this does	Please refer to the definition of “Project Agreements” under Article 43.1

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	Page no 28	Concessionaire shall appropriately consider all such comments/ observations. Within 7 (seven) days of execution of any Project Agreement or amendment thereto, the Concessionaire shall submit to the Authority a true copy thereof, duly attested by a Director of the Concessionaire, for its record. For avoidance of doubt, it is agreed that the review and comments/ observations by the Authority on any Project Agreement or failure or omission of the Authority to review and/ or comment hereunder shall not be construed or deemed as acceptance of any such agreement or document by the Authority. No review and/or observation of the Authority and/or its failure to review and/or convey its observations on any document shall relieve the Concessionaire of its obligations and/or liabilities under this Agreement in any manner whatsoever nor shall the Authority be liable for the same in any manner whatsoever.	not includes contracts issued to various agencies for carrying out different construction activities and regular operations and maintenance contracts given to agencies who are doing operations of the Hotel (Horticulture, carpet cleaning, housekeeping, painting, engineering maintenance) etc. Please confirm	
	Part II The Concession Sub Clause 5.2: obligations relating to Project Agreements Sub Clause 5.2.6	Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that selection or replacement of the Contractor and execution of the Project Agreement shall be subject to the prior approval of the Authority from national security and public interest perspective, the decision		No change in the provision of DCA

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	Page No 29	of the Authority in this behalf being final, conclusive and binding on the Concessionaire and undertake that it shall not give effect to any such selection or contract without prior approval of the Authority. For avoidance of doubt, it is expressly agreed that approval of the Authority hereunder shall be limited to national security and public interest perspective, and the Authority shall endeavour to convey its decision thereon expeditiously. It is also agreed that the Authority shall not be liable in any manner on account of grant or otherwise of such approval and that such approval or denial thereof shall not in any manner absolve the Concessionaire or its Contractors from any liability or obligation under this Agreement.		
7	Part II The Concession Sub Clause 5.15 : Website of the Resort Page No 32	The Concessionaire shall also commission, operate and maintain a comprehensive website exclusively for the Resort (the "Resort Website"). The following information shall be provided on the website and updated on a real-time basis, among others: (a) availability of the number of Keys in each category; (b) Hospitality Services available at the Resort;	The clause states to maintain a separate website exclusively for the proposed hotel. Please note it may not be feasible for owner and operator of multiple hotels to maintain a dedicated website exclusively for one hotel Hence would request to have this clause appropriately amended	During the finalization of the Concession Agreement, this clause may be amended or updated as required to ensure compliance with the best industry standards and applicable legal requirements for the Draft Concession Agreement subject to approval of Authority.

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		<p>(c) tariff for the Keys of each category;</p> <p>(d) availability of conference rooms and rooms for hosting events and the procedure to book them;</p> <p>(e) facility for providing feedback, registering complaints etc.;</p> <p>(f) address and contact information with email ID and contact number; and</p> <p>(g) information for tourists and activities.</p>		
8	<p>Part III: Development and Operations</p> <p>Clause 12.6 : Optional Development Obligation</p> <p>Sub Clause 12.6.1</p> <p>Page No 54</p>	<p>The Concessionaire shall have the right but not the obligation to construct and develop any unutilised land which forms part of the Project Site for building any facility which may include permanent and temporary structures, extension of the building façade, construction of facilities for recreation , etc., except increasing the number of Keys, for the benefit of the Users which by its nature may increment the Hospitality Services and may lead to the potential increase in the Revenue from the Project on or after the Project COD during the period up to 5(five) years prior to the expiry of the Concession Period (the “Optional Development Obligation”), provided, that it obtains a prior written approval from the Authority for undertaking the Optional Development Obligation. In the</p>	<p>As per the clause, the Concessionaire shall have the right to construct and develop any unutilized land, or extend the existing structure which forms part of the Project for building any facility (which may include temporary and permanent structures), extension of building façade, construction of facilities for adventure sports etc., which may increase revenue from the Project on or after the Project COD during the period up to 5(five) years prior to the expiry of the Concession Period.</p> <p>Please clarify what kind of development shall be permitted on this land up to what extent it is permissible and whether it is on the discretion of the concessionaire. In addition to this pls also clarify can the “5 years prior to expiry of the concession</p>	<p>The site does not have any building structure. The concessionary shall undertake new construction for development of hotel in compliance with all applicable laws and regulations of Meghalaya Building Byelaws.</p>

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		event that the Concessionaire exercises its right to undertake the Optional Development Obligation, it shall do so at its own risk, cost and expense provided that such obligation does not affect the existing Resort and the Project Infrastructure. All the terms, conditions, rights and obligations of the Concessionaire in relation to construction and operation of the Mandatory Development Obligation including submission of Drawings in accordance with Clause 12.2 shall apply mutatis mutandis for the construction, development and operation of any facility as part of the Optional Development Obligation including, submission of periodic reports and other relevant documents to the Independent Expert under Article 13, Article 14, and Article 15.	<p>period” can be extended for full lease period from COD.</p> <p>Hope the concessionaire would be permitted to construct additional building/extend existing building for usage of guests/employee’s facilities.</p>	
9	<p>Part III: Development and Operations</p> <p>Clause 12.3 : Optional Development Obligation</p> <p>Sub Clause 12.3.2</p> <p>Page No 53</p>	The Concessionaire shall develop and construct the Project in accordance with the Project Completion Schedule set forth in Schedule G. In the event that the Concessionaire fails to achieve any Project Milestone within 30 (thirty) days from the date set forth for such Project Milestone in Schedule G, unless such failure has occurred due to Force Majeure or for reasons solely and directly attributable to the Authority, it shall pay Damages to the Authority in a	<p>Construction and Development of Project:</p> <p>As per the clause, the concessionaire is required to complete the construction within 3 years from the Appointed date and in case of failure, it shall pay damages at the rate of 0.2% of the Performance Security for delay of each day, subject to maximum of 20% of the performance security. In case of delay beyond 180 days, the Authority shall be entitled to terminate the Agreement.</p>	<p>No change in the provision of DCA. However, any extension of time for work may be granted based on mutual understanding between the Authority and the Concessionaire, provided a valid reason or cause is demonstrated.</p>

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		<p>sum calculated at the rate of 0.2% (zero point two per cent) of the amount of Performance Security for delay of each day until such Project Milestone is achieved up to a ,maximum of 20% (twenty per cent) of the amount of Performance Security; provided that if any or all Project Milestones or the Scheduled Completion Date are extended in accordance with the provisions of this Agreement, the dates set forth in Schedule G shall be deemed to be modified accordingly and the provisions of this Agreement shall apply as if Schedule G has been amended as above; provided further that in the event Project COD is achieved on or before the Scheduled Completion Date, the Damages paid under this Clause 12.3.2 shall be refunded by the Authority to the Concessionaire, but without any interest thereon. For avoidance of doubt, it is agreed that recovery of Damages under this Clause 12.3.2 shall be without prejudice to the rights of the Authority under this Agreement, or otherwise including the right of Termination thereof.</p>	<p>3 years is too short of time for the concessionaire to understand the existing structural constraints and design, plan and execute complete upgradation, refurbishment to the standards of a high-end luxury hotel. Accordingly, we would request to increase the construction period to atleast 5 years,</p> <p>Further, in case construction is not completed within stipulated time, there should be some grace period of at least 6 months before any penalty & action is taken by authority.</p> <p>The damages are too stringent and very high. Considering the significant investment being made by the concessionaire and possibility of unforeseen circumstances, we request the authority to relook into the same and allow the timelines to be mutually agreed at the time of approval of the DPR.</p>	
10	<p>Part IV : Financial Covenants</p> <p>Article 26: Escrow Account</p>	<p>26.1.1. The Concessionaire shall, prior to the Appointed Date, open and establish an Escrow Account with a Bank, acceptable to the Authority (the “Escrow Bank”) in accordance with this</p>	<p>Bidder/ SPV needs to execute Escrow Agreement and open an escrow a/c.</p> <p>Hope the requirement of SPV and escrow a/c etc is not applicable in case there is a</p>	<p>Incorporation of SPV is a mandatory requirement for all.</p>

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	<p>Clause 26.1: Escrow Account</p> <p>Page No 83</p>	<p>Agreement, read with the Escrow Agreement.</p> <p>26.1.2. The nature and scope of the Escrow Account are fully described in the agreement (the “Escrow Agreement”) to be entered into amongst the Concessionaire, the Authority, the Escrow Bank and the Senior Lenders through the Lenders’ Representative, which shall be substantially in the form set forth in Schedule M.</p>	<p>single bidder with 100% self-financing (no borrowing) and who itself is a developer, operator etc and doesn’t tie up with anyone else for consortium or O&M services, financing etc since the Authority also has irrevocable, and unconditional PBG to protect its interests.</p> <p>Also, it’s not clear how the Bank can control the payments against different transactions to multiple parties/ agencies being sent on daily basis, as payments will depend upon the payment terms/advance, credit period/ due dates agreed with suppliers, service providers, authorities, etc and not be done only once after the end of the month basis the P&L. Further, payments are made through RTGS, or direct host2host connectivity with bank server.</p> <p>It is our sincere and humble request to kindly relook into this requirement (especially in the above scenario)</p>	
11	<p>Part IV : Financial Covenants</p> <p>Article 27: Insurance</p> <p>Clause 27.1: Insurance during Concession Period</p> <p>Page No 85</p>	<p>The Concessionaire shall effect and maintain at its own cost, during the Concession Period, such insurances for such maximum sums as may be required under the Financing Agreements and Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice. The Concessionaire shall also effect and maintain such insurances as may be</p>	<p>Insurance- The clause refers that the Authority should be co-insured.</p> <p>Request to pls re-look into the same, considering that the Authority is not liable for constructions and operations of the hotel.</p>	No Change in the provision.

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		necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Concessionaire during the Concession Period. The Concessionaire shall procure that in each insurance policy, the Authority shall be a co-insured. For avoidance of doubt, the level of insurance to be maintained by the Concessionaire after repayment of Senior Lenders' dues in full shall be determined on the same principles as applicable for determining the level of insurance prior to such repayment of Senior Lenders' dues.		
12	Part V : Force Majeure and Termination Article 29: Force Majeure Clause 29.9 : Termination Payment for Force Majeure Event Page No 96	29.9.1. If Termination is on account of a Non-Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to 90% (ninety per cent) of the Debt Due less Insurance Cover. 29.9.2. If Termination is on account of an Indirect Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount equal to: (a) Debt Due less Insurance Cover; provided that if any insurance claims forming part of the Insurance Cover are not admitted and paid, then 80% (eighty per cent) of such unpaid claims shall be	On account of Concessionaire Default Prior to COD – The Authority shall pay to the extent of Debt due in excess of 40% of the Total Project cost. Post COD - The Authority shall pay 90% of the Debt Due (less insurance) & 70% of the amount representing the additional termination payment. On account of Authority Default: The Authority shall pay the Total Debt Due plus 150% of the Adjusted Equity and 115% of the amount representing the additional termination payment.	No Change in the provision. However, during the finalization of the Concession Agreement, this clause may be amended or updated as necessary to ensure compliance with the best industry standards and applicable legal requirements, subject to the approval of the Authority in case of no borrowing by the Concessionary.

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		<p>included in the computation of Debt Due; and</p> <p>(b) 110% (one hundred and ten per cent) of the Adjusted Equity.</p> <p>29.9.3. If Termination is on account of a Political Event, the Authority shall make a Termination Payment to the Concessionaire in an amount that would be payable under Clause 32.3.2 as if it were an Authority Default.</p>	<p>Request Authority to please advice how the compensation be computed, in case there is no borrowing by the concessionaire.</p> <p>Pls clarify how the additional termination payment shall be calculated.</p>	
13	<p>Part V : Force Majeure and Termination</p> <p>Article 33: Divestment of Rights and Interest</p> <p>Clause 33.1 : Divestment Requirements</p> <p>Page No 110</p>	<p>Upon Termination, the Concessionaire shall comply with and conform to the following Divestment Requirements:</p> <p>(a) notify to the Authority forthwith the particulars of all Project Assets;</p> <p>(b) deliver forthwith the actual or constructive possession of the Project, free and clear of all Encumbrances, save and except to the extent set forth in the Substitution Agreement;</p> <p>(c) cure all Project Assets, of all defects and deficiencies so that the Project is compliant with the Maintenance Requirements; provided that in the event of Termination during the Construction Period, all Project Assets shall be handed</p>	<p>As per Agreement, in case of termination, all intellectual property with respect to the project including designs, programs, manuals etc. has to be delivered to the Authority in case of termination.</p> <p>IPR is the brand of the Concessionaire and rights in Concessionaire's brands, programs, manuals, etc. cannot be transferred. Similarly, the IPR rights in design is retained by the Architect. Accordingly necessary changes need to be made.</p> <p>Hope the concessionaire will be allowed to take the movable assets (Plant & Machinery, Furniture & Fixtures) being deployed by it after the end of the Agreement.</p>	<p>No Change in Clause 33.1. Concessionaire will not be allowed to take the movable assets (Plant & Machinery, Furniture & Fixtures) being deployed by it after the end of the term of the Agreement.</p>

#	RFP Clause & Page Number	RFP Clause Description	Queries/Suggestions/Clarifications sought by bidders	Response to Queries
ITC Hotels Limited				
		<p>over on an as is where is basis after bringing them to a safe condition;</p> <p>(d) deliver and transfer relevant records, reports, Intellectual Property and other licences pertaining to the Project and its design, engineering, construction, operation and maintenance, including all programmes and manuals pertaining thereto, and complete as built Drawings as on the Transfer Date. For the avoidance of doubt, the Concessionaire represents and warrants that the Intellectual Property delivered hereunder shall be adequate and complete for the operation and maintenance of the Project and shall be assigned to the Authority free of any encumbrance;</p> <p>(e) transfer and / or deliver all Applicable Permits to the extent permissible under Applicable Laws;</p> <p>(f) execute such deeds of conveyance, documents and other writings as the Authority may reasonably require for conveying, divesting and assigning all the rights, title and interest of the Concessionaire in the Project, including manufacturers' warranties in respect of any plant or equipment and the right to receive outstanding insurance claims to the extent due and payable to the</p>		

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ITC Hotels Limited				
		<p>Authority, absolutely unto the Authority or its nominee; and</p> <p>(g) comply with all other requirements as may be prescribed or required under Applicable Laws for completing the divestment and assignment of all rights, title and interest of the Concessionaire in the Project, free from all Encumbrances, absolutely unto the Authority or to its nominee.</p>		
14	<p>Part V : Force Majeure and Termination</p> <p>Article 34: Defects Liability After Termination</p> <p>Clause 34.1 : Liability for Defects after Termination</p> <p>Page No 113</p>	<p>The Concessionaire shall be responsible for all defects and deficiencies in the Resort and the Project Infrastructure for a period of 120 (one hundred and twenty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Independent Expert in the Resort and the Project Infrastructure during the aforesaid period. In the event that the Concessionaire fails to repair or rectify such defect or deficiency within a period of 15 (fifteen) days from the date of notice issued by the Authority in this behalf, the Authority shall be entitled to get the same repaired or rectified at the Concessionaire's risk and cost so as to make the Resort and the Project Infrastructure conform to the Maintenance Requirements. All costs incurred by the Authority hereunder shall</p>	<p>As per clause 34.1, the Concessionaire shall be responsible for all defects and deficiencies in the Project for a period of 120 (one hundred and twenty) days after Termination, and it shall have the obligation to repair or rectify, at its own cost, all defects and deficiencies observed by the Independent Engineer in the Project during the aforesaid period</p> <p>Request the Authority to kindly reconsider the same as the concessionaire shall be handing over the project upon termination/expiry of 60 – 90 years.</p>	No Change in the provision of DCA

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ITC Hotels Limited				
		be reimbursed by the Concessionaire to the Authority within 15 (fifteen) days of receipt of demand thereof, and in the event of default in reimbursing such costs, the Authority shall be entitled to recover the same from the funds retained in the Escrow Account under the provisions of Clause 34.2 or from the Performance Guarantee provided thereunder. For avoidance of doubt, the provisions of this Article 34 shall not apply if Termination occurs prior to Project COD		
15	Part III : Development and Operations Article 22 : Independent Expert Clause 22.1 Independent Expert Page No 73	The Authority shall appoint, no later than 90 (ninety) days from the Execution Date, a third-party agency (the “Independent Expert”) for the Concession Period. Provided that the Authority shall have the right to appoint any of its agencies or departments to monitor the Project until the Independent Expert is appointed in accordance with this Clause 22.1. The provisions of this Agreement with respect to the Independent Expert shall apply mutatis mutandis to such agency or department until the Independent Expert is appointed in accordance with the provisions of Schedule L and this Clause 22.1 and such provisions shall be repeated after expiry of each appointment.	Independent Expert: As per the agreement, the Authority shall appoint an independent expert to review DPR, undertake monthly site visits, submit inspection reports, advise shortcomings, changes, defaults and oversee progress of construction and performance of the Hotel, assess safety maintenance of the property, provide completion and operation certificate, vesting certificate upon termination, etc. on behalf of Authority and have the right to suspend the project activities and/or recommend termination etc. The successful bidder is likely to have adequate experience, expertise, knowledge in construction, development, operation and management of the hotel and would be accountable to its loyal customers and is	No change in provision of DCA. However, during the finalization of the Concession Agreement, this clause may be amended or updated as necessary to ensure compliance with the best industry standards and applicable legal requirements, subject to the approval of the Authority

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ITC Hotels Limited				
			<p>likely to undertake project in accordance with its brand standards which would be of highest international standards and follows its own stringent safety standards. Additionally, the developer would also appoint multiple independent international professional consultants, architects, etc. who would review the project.</p> <p>Further the Concessionaire remains responsible, accountable and liable to Authority to develop the project as per approval, for any delay or other aspects etc. including responsibility to indemnify the authority.</p> <p>Accordingly, authority is requested to kindly relook in to the requirement of any such independent expert as differences in views of concessionaire's teams, consultants etc. may result in unwanted delays. Disputes, etc.</p> <p>As the agreement says 50% of the cost needs to be reimbursed by the concessioner. Request you to pls advice on the remuneration. Further pls confirm independent expert has no role after operation of hotel.</p>	
16			The bidding timeline of 14-15 days post receipt of response to queries is too short considering that we need to do carry out due diligence, site visit, thorough evaluation	Please refer the corrigendum-1

#	RFP Clause & Page Number	RFP Clause Description	Queries/Suggestions/Clarifications sought by bidders	Response to Queries
ITC Hotels Limited				
			of the Project, Site topography study, review and seek internal board approval to be able to submit the bid. Hence request that the same to be extended by at least 45 days	
17	Part III : Development and Operations Article 10 : Right of Way Clause 10.2 Lease, Access to the Project Site Sub Clause 10.2.5 Page No 47	The Concessionaire hereby irrevocably appoints the Authority (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or surrender of the rights granted hereunder at any time after the Concession Period has expired or has been Terminated in terms hereof, whichever is earlier, a sufficient proof of which shall be the declaration of any duly authorised officer of the Authority, and the Concessionaire consents to it being registered for this purpose. It is expressly agreed that trees on the Project Site are the property of the Authority except that the Concessionaire shall be entitled to exercise usufructuary rights thereon during the Concession Period.	As per clause 10.2.5 of the Agreement, the Concessionaire hereby irrevocably appoints the Authority (or its nominee) to be its true and lawful attorney, to execute and sign in the name of the Concessionaire a transfer or surrender of the license granted hereunder at any time after the Concession Period has expired or has been terminated. Request the Authority to please explain.	The Clause is self-explanatory. Under this provision, the Authority is ensuring right to transfer/surrender any license to the relevant govt. authority after the termination or expiry of CA.
18			1. Please clarify whether any stamp duty and registration charges are applicable on the concession agreement and how will the necessary valuations be done. If yes, what will be such rate and value. a. Please let us know whether any GST or any other taxes is applicable on payment of upfront development premium and the ACF.	1. Stamp duty shall be payable as per the Indian Stamp Act 1899 as applicable to the State of Meghalaya. The Concessionary shall be responsible for paying the necessary stamp duty and registration fees, based on the valuation in accordance with the relevant rules and regulations of Meghalaya.

#	RFP Clause & Page Number	RFP Clause Description	Queries/Suggestions/Clarifications sought by bidders	Response to Queries
ITC Hotels Limited				
			<p>b) Please let us know what incentive/subsidy scheme is available to the concessionaire for the said project (being DBFOT project under PPP Model) in Meghalaya.</p> <p>2. Please provide clarity on whether we can demolish all the existing structures and entire area can be used to build new hotel building?</p> <p>3. Will all the approvals/permits including environment clearances, Consent to establish, height clearance etc. be provided through a single window clearance system? Hope the authority will facilitate in getting necessary approvals.</p> <p>4. Please advise extent of plot area facing the lake front</p> <p>5. Please advise width of the access road leading to the plot from the main road.</p> <p>6. Please share land Layout Maps with measurements of all sides.</p> <p>7. Please confirm the said plot doesn't come under no construction zone under any environmental regulations etc. and is fully permissible to construct hotels/resort on the same with environment and pollution control approvals.</p> <p>8. Please advise the area is affected by flood during monsoons or otherwise in the past</p>	<p>a) The Upfront Premium, Annual Lease Rent and ACF shall be exclusive of GST, unless specifically stated in the CA.</p> <p>b) The Concessionary shall be entitled to avail incentives and subsidies under the MIIPP-2024 and/or UNNATI scheme.</p> <p>2. Yes, Concessionary may demolish all the existing structures and entire area can be used to build new resort subject to the compliance with regulations and rules.</p> <p>3. The Concessionary will be responsible for procurement of all necessary approvals from relevant authorities. The Nodal Officer/Independent Expert appointed by the Authority shall make reasonable efforts to facilitate the Concessionary for the procurement of necessary approvals from relevant authorities, in accordance with applicable laws and regulations.</p> <p>4. It is advisable for the intending bidder to visit the project site to assess the extent of the plot area facing the lakefront.</p> <p>5. It is advisable for the intending bidder to visit the project site to assess the road leading to the plot from the main road.</p> <p>6. The layout, along with the AutoCAD drawings, shall be provided to the</p>

#	RFP Clause & Page Number	RFP Clause Description	Queries/Suggestions/Clarifications sought by bidders	Response to Queries
ITC Hotels Limited				
				<p>qualified bidders prior to the technical presentation.</p> <p>7. The site is free from no construction zone.</p> <p>8. The area has not experienced flooding during the monsoon season in the past.</p>
19			Whether the plot comes under any notified CRZ area. Pls advice distance from the edge of the lake on which construction is not permissible and kindly confirm the net available land area for construction is 28 acres after considering the same and any other deductions under applicable building rules, road widening etc.	Costal Regulation Zone (CRZ) is not applicable to the Plot.
20			The tender does not mention the timeline by which the bidders' queries post pre-bid meeting shall be responded. Request to pls provide at least 45 days from the sharing response to pre-bid queries for submission of final bid to enable to carry out due diligence, thorough evaluation of the Project, Site topography study, review and seek internal board approvals and prepare necessary documents for submission of bid.	Please refer the Corrigendum -1
21	Article 5: Obligations of The Concessionaire Clause 5.4: Obligations relating	The Concessionaire shall not, without the prior written approval of the Authority, undertake or cause to be undertaken, any action for all or any of the following or any matter incidental or consequential thereto:	As per clause 5.4 of the agreement, there is restriction on concessionaire to amend its MOA, AOA, change of name, share capital, commence/extend line of business, seek inter corporate loan etc. Hope this is not required where concessionaire is a public listed company and is itself the	No Change

#	RFP Clause & Page Number	RFP Clause Description	Queries/Suggestions/Clarifications sought by bidders	Response to Queries
ITC Hotels Limited				
	to management of the Concessionaire Page 30	(a) to alter or add to the provisions of the memorandum of association; (b) to alter or add to the articles of association; (c) to change the name of the Concessionaire; (d) to reduce the share capital; (e) to commence any new lines of business; (f) to consent to a director or his or her relative or partner or firm or private company holding an office or place of profit, except that of managing director, manager, banker, or trustee for debenture-holders of the Concessionaire; (g) to make inter-corporate loans and investments or guarantee or security (except where such security or payment is to be made to the Authority) to be given, if the aggregate amount thereof, exceeds the limit of 30% (thirty per cent) of the Concessionaire's paid-up share capital; (h) to apply for corporate insolvency proceedings under the Insolvency and Bankruptcy Code, 2016; (i) for various other matters pertaining to the winding up of the Concessionaire; and (j) any other matter which is required by the Companies Act to be passed by a special resolution of the shareholders of the Concessionaire.	owner/developer and operator of the hotel (under its own brand) and uses its own fund (i.e., no borrowing) and there is no consortium/borrowing. Request Authority to kindly reconsider and wave off the Clause.	

#	RFP Clause & Page Number	RFP Clause Description	Queries/Suggestions/Clarifications sought by bidders	Response to Queries
ITC Hotels Limited				
22	<p>Article 10: Right of Way</p> <p>Clause No 10.2: Lease, Access to the Project Site</p> <p>Subclause 10.2.4</p> <p>Page No 46</p>	<p>It is expressly agreed that the Concessionaire's rights to the Project Site by way of the lease granted hereunder, shall terminate automatically and forthwith, without the need for any action to be taken by the Authority to terminate the Lease, upon the Termination of this Agreement for any reason whatsoever. For the avoidance of doubt, the Parties expressly agree that notwithstanding any temporary or permanent structures erected on the Project Site by the Concessionaire or its Contractors, the rights of the Concessionaire in respect of the Project Site shall automatically terminate, without any further act of the Parties, upon Termination of this Agreement.</p>	<p>As per clause 10.2.4, the authority has the full right on the property including the physical structure, immediately on the termination of the agreement. The agreement does not specify how the valuation of the structure be carried out/computed at the end of the term of the agreement or otherwise on termination towards value of the structure acquired by the authority.</p> <p>Request authority to kindly consider and provide a define mechanism for valuation to protect the substantial investment being made by the bidder.</p>	<p>Upon termination of the Agreement due to the Concessionaire's or the Authority's default the Payment shall be done by way of termination payment as defined in the draft Concession Agreement.</p> <p>Further, during the finalization of the Concession Agreement, termination payment clause may be amended or updated as necessary to ensure compliance with the best industry standards and applicable legal requirements, subject to the approval of the Authority in case of no borrowing by the Concessionary.</p>
23	<p>Article 41: Redressal of Public Grievance</p> <p>Clause 41.2: Redressal of complaints</p> <p>Page No 129</p>	<p>a) The Concessionaire shall inspect the Complaint Register every day and take prompt and reasonable action for redressal of each complaint. The action taken shall be briefly noted in the Complaint Register and a reply stating the particulars thereof shall be sent by the Concessionaire to the Complainant under a certificate of posting.</p> <p>Within 7 (seven) days of the close of each month, the Concessionaire shall send to the Authority and to the Independent Expert a true photocopy</p>	<p>As per clause 41.2 the concessionaire is required to maintain in physical copy of the complaint register and shall response to complainant by post, provide copies of such complains and response to the independent expert and authority on monthly basis with 7 days. Further authority has right to refer any matter to competent forum under the Consumer Protection Act, 1986.</p> <p>Request authority to kindly relook and remove this requirement as the concessioner will have his own process to obtain daily feedbacks/complaints etc. from its customers and address them as part of</p>	<p>Agreed. During the finalization of the Concession Agreement, this clause may be amended or updated as required to ensure compliance with the best industry standards and applicable legal requirements for the Draft Concession Agreement, subject to approval of the Authority</p>

#	RFP Clause & Page Number	RFP Clause Description	Queries/Suggestions/Clarifications sought by bidders	Response to Queries
ITC Hotels Limited				
		each of all the pages of the Complaint Register on which any entry has been recorded during the course of such month, and upon perusal thereof, the Authority may, in its discretion, advise the Concessionaire to take such further action as the Authority may deem appropriate for a fair and just redressal of any grievance. The Concessionaire shall consider such advice and inform the Authority of its decision thereon, and if the Authority is of the opinion that the Complainant is entitled to further relief, it may refer the matter to the competent forum for its disposal under the Consumer Protection Act, 1986, and advise the Complainant to pursue the complaint at his own risk and cost.	<p>process of improving its services and meeting highest standards of service as part of its brand commitment.</p> <p>Further, in today's time most of this is done through digitalized platforms and any such concern complain of the customer are addressed promptly in a fair and rightful manner considering customer has the multiple options to file his complains (including through social media).</p> <p>Hence this requirement to provide the physical copy of every complaint and monitoring by authorities etc. need not be required.</p>	
24	<p>Article 24 : Project Considerations</p> <p>Clause 24.6 Rental</p> <p>Subclause 24.6.3</p> <p>Page No 79</p>	<p>Lease Moratorium: No Annual Lease Rental to be paid during the construction period i.e. which shall be a period of 3 (three) years from the Appointed Date. In-case of Construction Period extends beyond three years, the lease moratorium period will not be extended beyond the three year period. If the Commercial Operation Date (COD) is achieved within the designated Construction Period of three years, the lease moratorium period concludes on the date of COD achievement.</p>	<p>As per Article 24 of the Agreement and the conditions of RFP, the Annual Lease rentals are payable by the concessioner to the authority after mortarium period of 3 years.</p> <p>However, Clause 1.3 of Schedules of the agreement mentions that Annual Lease rentals are payable from the date of execution the Lease Deed without any mention of moratorium period.</p> <p>Request Authority to Clarify the same.</p>	<p>Please refer clause 2.7 (c) of the RFP vol-1 for Lease Moratorium.</p>
25	NA	NA	Request authority to provide copies of the drawings/layout, architectural /building	The schematic layouts of the existing property are available in the Request for

#	RFP Clause & Page Number	RFP Clause Description	Queries/Suggestions/Clarifications sought by bidders	Response to Queries
ITC Hotels Limited				
			<p>plans, area statements, built up area (FSI & Non-FSI) etc. before the submission of bid to understand the to be able to understand the existing structure.</p> <p>Further, hope the authority will provide copies of all the construction drawings, MEP, details of the infrastructure, investments etc., and copies of all other licenses, approvals etc., for the existing resort including all necessary support and assistance to facilitate obtaining / renewal of necessary approvals, licenses etc. to the successful bidder post issuance of Letter of Award.</p>	<p>Proposal (RFP). However, the actual layout, along with the AutoCAD drawings of layout, shall be provided to the qualified bidders prior to the technical presentation. The site does not have any existing structure. Hence, Authority shall not provide copies of all the construction drawings, MEP, details of the infrastructure, investments etc., and copies of all other licenses, approvals etc., for the existing resort.</p> <p>Further, the Authority shall make reasonable efforts to facilitate the Concessionaire for procurement of necessary approvals from relevant authorities, in accordance with applicable laws and regulations. However, primarily the Concessionaire shall be responsible for obtaining the applicable necessary approvals from relevant authorities.</p>
26	NA	NA	Can the bidder submit bid for more than 1 location with option to accept LOA without forfeiting of Bid security, for only 1 location (in case of being successful for more than 1) basis the order of preference mentioned by bidder at the time of submission of bid	Each project is a separate tender. Bidders are allowed to participate in tender for multiple projects. However, if a bidder is awarded multiple projects, they must accept the Letter of Award (LOA) for all awarded projects. Failure to do so will result in the forfeiture of bid security for the rejected projects.
27	NA	NA	In case of multiple bids received by the Govt., will the Govt provide opportunity to top bidders (say 5 or more) to compete and	Not agreed

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)



#	RFP Clause & Page Number	RFP Clause Description	Queries/Suggestions/Clarifications sought by bidders	Response to Queries
ITC Hotels Limited				
			improve their bids through a transparent online e-bidding process.	

-Sd/-
Director of Tourism
Meghalaya, Shillong

Annexure-2

APPENDIX-E-1: Bid Response Sheet 1

Format for Technical Capacity

(To be submitted on A4 paper | To be signed by both Authorized Signatory and Statutory Auditor)

Technical Capacity: CRITERIA: A- Bidder with HOSPITALITY EXPERIENCE

Use the same format for Details of the Firm from Hospitality Sector

Details of Hotels/ Resorts:

Sl No	Name & Address of Hotel	Owner Entity/ Operator Entity	Hotel Star Category as per certificate issued by Ministry of Tourism, Govt. of India	No. of Rooms	Operation Start Date (MM/YYYY)	Operation Till (MM/YYYY)	Total Period of Operations (months)
1							
2							
3							
4							
5							
6							
7							
....							

Note:

- Financial Years considered for the purpose of Technical Capacity shall be 2023-2024, 2022-23, 2021-22, 2020-21, 2019-20, 2018-19, 2017-18, 2016-17, 2015-16 and 2014-15.
- In case the credentials of an Associate of a Bidder are used, a certificate from a qualified external auditor, who audits the book of accounts of the Bidder, shall be provided to demonstrate that the person is an Associate of the Bidder.
- The form may also be submitted separately for Consortium Members, with certification by the respective statutory auditor of each Consortium Member. In such case, the Bidder must also submit a summary sheet, with aggregate experience of all Consortium Members, signed and verified by the Lead Member.**
- The following documentary evidence must be submitted along with the Proposal:
 - In support of the claimed experience, the Bidder (or each Consortium Member claiming experience) should provide certificate(s) from its statutory auditor(s) stating the veracity of the above experience.*
 - Copy of the certificate for the star categorization of hotel issued by the Ministry of Tourism, Government of India*
 - It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant experience.*

(Signature of Authorised Signatory)

Company seal & stamp

Signature, Name, Address and Membership number of Statutory Auditor