

**Tourism Department, Government of Meghalaya
Corrigendum-1**

Letter No: M/D Tour/Tech/27/2026/10

Dated Shillong, 24th March 2026

Development, Operation and Maintenance of MICE PLUS at Mawkhanu Knowledge City, New Shillong, Meghalaya under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership

S. No	Clause No./Page No.	Original clause		Revised clause	
		Event Description	Date	Event Description	Date
1	ITB 21.1-Bid Due Date/Bid Schedule, Page No. 38	Proposal/Bid Due date	3:00 PM: 30.03.2026	Proposal/Bid Due date	3:00 PM: 08.04.2026
		Opening of Technical Proposal	5:00 PM: 30.03.2026	Opening of Technical Proposal	5:00 PM: 08.04.2026

S/d-

Director of Tourism Department,
Govt. of Meghalaya, Shillong

Development, Operation and Maintenance of MICE PLUS at Mawkhanu Knowledge City, New Shillong, Meghalaya under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership.

Project name: Development, Operation and Maintenance of MICE PLUS at Mawkhanu Knowledge City, New Shillong, Meghalaya under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership.																																				
Response to Pre-Bid Queries			Dated Shillong, 23rd March, 2026																																	
S.No	RFP Clause & Page Number	Existing RFP clause	Queries/Suggestion/Clarification sought by the bidders	Response to Queries																																
1	Project Scope (Refer Section 2 for details) Page No 8	<p>Project Scope (Refer Section 2 for details)</p> <table border="1"> <thead> <tr> <th>Product Mix</th> <th>Name of Facilities</th> <th>Minimum Built Up Area (Sq. ft)</th> <th>Land Area (Acre)</th> </tr> </thead> <tbody> <tr> <td>MICE</td> <td>Convention, Exhibition etc.</td> <td>5,50,000.00</td> <td>15.00</td> </tr> <tr> <td>Hospitality</td> <td>5- star Hotel</td> <td>2,50,000.00</td> <td>5.00</td> </tr> <tr> <td>Hospitality</td> <td>Service Apartment</td> <td>4,00,000.00</td> <td>6.00</td> </tr> <tr> <td>Golf course</td> <td>18 holes</td> <td>75,000.00</td> <td>125.00</td> </tr> <tr> <td>Film studio</td> <td>Film shooting, recording etc. (Outdoor & indoor shooting)</td> <td>1,50,000.00</td> <td>10.00</td> </tr> <tr> <td>Commercial</td> <td>Office & warehouse</td> <td>1,00,000.00</td> <td>2.00</td> </tr> <tr> <td>Commercial</td> <td>Retail, theatres, f&b, well ness spa & retreat, café, hall of frame</td> <td>1,00,000.00</td> <td>2.00</td> </tr> </tbody> </table> <p>As per the RFP, the minimum built-up area has been specified based on the proposed facilities.</p>	Product Mix	Name of Facilities	Minimum Built Up Area (Sq. ft)	Land Area (Acre)	MICE	Convention, Exhibition etc.	5,50,000.00	15.00	Hospitality	5- star Hotel	2,50,000.00	5.00	Hospitality	Service Apartment	4,00,000.00	6.00	Golf course	18 holes	75,000.00	125.00	Film studio	Film shooting, recording etc. (Outdoor & indoor shooting)	1,50,000.00	10.00	Commercial	Office & warehouse	1,00,000.00	2.00	Commercial	Retail, theatres, f&b, well ness spa & retreat, café, hall of frame	1,00,000.00	2.00	Kindly clarify whether any modification to the prescribed built-up area will be permissible at the stage of finalizing the design and master plan of the integrated project	<p>The minimum built-up area specified in the RFP is provided as a guiding parameter based on the proposed facilities. The said parameters may be revised or modified during the finalization of the design and master plan of the Integrated Project, provided that all minimum development obligations stipulated in the RFP are met.</p> <p>The minimum built-up area for each individual facility should not be reduced below the minimum thresholds prescribed in the RFP.</p>
Product Mix	Name of Facilities	Minimum Built Up Area (Sq. ft)	Land Area (Acre)																																	
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2	Reference: Clause No 2 Project Scope- RFP	The Concessionaire will be permitted to generate revenue from Commercial Office spaces, Warehouses, Retail Outlets, and Residential Service Apartments through longterm leasing as well as through sale to Indian nationals	In case of sale, kindly clarify whether the ownership/leasehold period will be restricted to 60 years.	The Concessionaire shall be permitted to generate revenue from Commercial Office Spaces, Warehouses, Retail Outlets, and Residential Service Apartments through long-term leasing, co-terminus with the original lease period of sixty (60) years. Any further extension of the lease period, beyond the said sixty (60) years, shall be governed strictly in accordance with Clause 3.2 of the Draft Concession Agreement (DCA)																																

3	<p>Implementation Schedule Clause No 2.3 Page No 26</p>	<p>2.3 Implementation Schedule The Concessionaire shall undertake all necessary activities to completely operationalise the Hotel, including procuring equipment, necessary civil work, marketing, etc., within 60 (sixty) months of Appointed Date.</p>	<p>Considering the large scale of the project, phase-wise execution and completion should be allowed as per the Implementation schedule of the concessionaire. The timelines for completion may accordingly be defined as Phase 1: two (2) years & Phase 2: Three (3) years. Kindly confirm.</p>	<p>As per the Project Summary (S. No. 8), the Minimum Development Obligation shall be implemented in two sequential phases. Phase–1 shall comprise the development of the MICE facility, the golf course, and the 5-star hotel, all of which must be completed within three (3) years from the Appointed Date.</p> <p>Phase–2 shall include the development of the service apartments, film studio, office and warehousing facilities, retail components, and the theatre, which are required to be completed within two (2) years from the completion of Phase–1 or within five (5) years from the Appointed Date, whichever is earlier.</p>
4	<p>Pay-out to the authority Clause No 2.6 d, Page No 29</p>	<p>2.6 Pay-outs to the Authority d. MICE reserved for Govt. of Meghalaya The Concessionaire shall reserve the MICE Facilities for use by the Government of Meghalaya for a period of up to 30 (thirty) days in each Calendar Year during the Concession Period. The Government of Meghalaya shall be entitled to utilize such reserved days for conferences, meetings, exhibitions, official events, or other governmental purposes, free of cost. The scheduling and advance notice requirements for such utilization shall be governed in accordance with the provisions of the Concession Agreement.</p>	<p>To ensure the viability and optimal utilization of the convention Center, exhibition hall, and other related facilities. It is requested that the Authority grant the Concessionaire the right of first refusal for hosting government conventions, conferences, meetings, and other official events organized in and around the Mawkhanu area</p>	<p>RFP condition prevails</p>

5	<p>Bid / Proposal Security Clause No 3.21, Page No 47 And ARTICLE 9.1 (a): PERFORMANCE SECURITY of Concession Agreement</p>	<p>3.21 Bid / Proposal Security The Bid / Proposal shall be accompanied by a Bid / Proposal Security for a value of INR 13 Crore (Rupees Thirteen Crore Only) issued by a Nationalised Bank or a Scheduled Bank in India having a net worth of at least Rs. 1,000 crores (Rs. one thousand crore), in favour of [] and payable at [], in the format at Appendix–A (the “Bank Guarantee”). The Bid / Proposal Security shall have a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. Performance Security: The Selected Bidder shall furnish Performance Securities before signing the Concession Agreement in the manner as mentioned below: ▶ From the date of execution of the Concession Agreement till COD: INR 26 Crores with validity of 60 (sixty) days beyond the Construction/Development period</p>	<p>In view of the phase-wise execution of the project, it is proposed that Bid Security and Performance Security be accepted on a phase-wise basis. Further, submission of a surety bond may also be permitted along with bank guarantees.</p>	<p>Bid /Proposal Security has to be submitted along with the Bid Documents at one time as per RFP Clause 3.21. However, considering the phase-wise execution of the project, the Authority agrees that Performance Security may be accepted on a phase-wise basis: 1st Instalment of INR 12 Cr on or before signing the Concession Agreement and, 2nd Instalment of INR 14 Cr on or before the Appointed Date.</p> <p>This Clause 9.1 (a) of Concession Agreement to be read as:</p> <ul style="list-style-type: none"> • 1st Instalment of INR 12 Cr to be paid on or before signing the Concession Agreement and, • 2nd Instalment of INR 14 Cr to be paid on or before the Appointed Date. <p>Additionally, submission of the amount for Performance Guarantee in the form Insurance surety bond will be permitted or in the form of bank guarantees.</p>
6	<p>Consideration to Authority Project Summary S.No 17, Page No 12</p>	<p>2.6 Consideration to Authority ▶ Annual Concession Fee - INR 1,00,000 per annum, with an escalation of 10% every three years. ▶ Annual Lease Rental - INR 80,25,000/- (INR eighty lakhs and twenty five thousand only) per annum, with an escalation of 10% every three years. ▶ Revenue Share - The Concessionaire shall pay 10% of the Gross Revenue to the Authority annually, for each Accounting Year. The Concessionaire shall reserve the MICE Facilities for use by the Government of Meghalaya for a period of up to 30 (thirty) days in each Calendar Year during the Concession Period.</p>	<p>To ensure the financial viability of the project, the Authority may consider revising the annual lease rental and the revenue share, considering authority is asking for 30 days in each calendar year free of cost bookings. AT that location Concessionaire consider Government of Meghalaya as a major customer and this mechanism is making the overall project less viable. Also, in comparable projects, the revenue share sought by the Authority has generally been around 4%. Kindly confirm.</p>	<p>RFP condition prevails</p>

7	Financial Capacity Clause No 3.2.6 B – Page 35	3.2.6 Eligibility Criteria B. Financial Capacity I. NET WORTH – The Bidder shall have a Net Worth of INR 350 Crores (Indian Rupees three fifty crores only) at the closing of the preceding Financial Year (2024-25) before the Bid Due Date. For the purposes of this RFP the term Net Worth means following: "Net Worth" for company shall mean the sum of subscribed and paid-up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.	For the purpose of determining the financial capacity of the bidder, kindly clarify whether the combined Net Worth of the Associate Company/firm along with the Net Worth of its partners/promoters will be considered while evaluating the eligibility criteria.	Allowed, as per clause no. 3.2.6 of RFP Vol-1
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<p>8</p>	<p>Escrow Account- Article 26.3, Page No 86 Of Concession Agreement</p>	<p>26.3 Withdrawals during Concession Period 26.3.1 The Concessionaire shall, at the time of opening the Escrow Account, give irrevocable instructions, by way of an Escrow Agreement, to the Escrow Bank instructing, inter alia, that deposits in the Escrow Account shall be appropriated in the following order every month, or at shorter intervals as necessary, and if not due in a month then appropriated proportionately in such month and retained in the Escrow Account and paid out therefrom in the month when due: (a) all Taxes due and payable by the Concessionaire for and in respect of the Project; (b) all payments relating to construction of the Project, subject to and in accordance with the conditions, if any, set forth in the Financing Agreements; (c) O&M Expenses, subject to ceiling, if any, set forth in the Financing Agreements; (d) O&M Expenses and other costs and expenses incurred by the Authority in accordance with the provisions of this Agreement, and certified by the Authority as due and payable to it; (e) Project Consideration (Lease Rental including the Annual Concession Fee and Revenue Share) due and payable to the Authority. (f) monthly proportionate provision of Debt Service including but not limited to interest and principal repayment due in an Accounting Year; (g) all payments and Damages certified by the Authority as due and payable to it by the Concessionaire; (h) monthly proportionate provision of Debt Service payments due in an Accounting Year in respect of Subordinated Debt; (i) any reserve requirement set forth in the Financing Agreements; and (j) balance, if any, in accordance with the instructions of the Concessionaire.</p>	<p>The Concessionaire shall grant the right to the Escrow Bank to make withdrawals from the Escrow Account in accordance with the pre-defined priority of payments. However, in order to ensure smooth execution and efficient operation of the project, the Concessionaire will also be permitted to operate the Escrow Account and make withdrawals in line with the requirements of the project, subject to adherence to the agreed priority of payments.</p> <p>Further, since the Authority's share is linked to the revenue portion and not the profits, and appropriate audit mechanisms will be in place to ensure the completeness and transparency of revenue reporting, the Concessionaire may operate the Escrow Account in accordance with the project's operational and financial requirements.</p>	<p>Accepted, please refer Article 26 – Escrow Account and Article 28 – Accounts and Audit of the Concession Agreement.</p>
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		26.3.2 The Concessionaire shall not in any manner modify the order of payment specified in Clause 26.3.1, above except with the prior written approval of the Authority.		
9	<p>Clause 3.2 Concession Period – Concessionaire Agreement Page No 21</p>	<p>3.2 Concession Period (c) The Authority shall, regardless of the provision with respect to the extension of the Concession Period, 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 beyond the Concession Period, which period it may determine in its sole discretion, , through international competitive bidding amongst developers other than the any undertaking owned by Authority. 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, if its bid is in the range of +/- [10% (ten per cent)] of the highest bid. Provided that the aggregate amounts paid by the Concessionaire to the Authority during the Concession Period in the nature of liquidated damages in accordance with the terms of this Agreement, are not more than [15% (fifteen per cent)] of the amount of the Performance Security or not more than [5 (five)] incidents of Concessionaire Default shall have occurred for [6 (six)] consecutive months during the entire Concession Period</p>	<p>Upon expiry of the initial lease period of 60 years, the Concessionaire shall be granted the right of first refusal for extension of the lease for a further period of 60 years on the same terms and conditions, subject to applicable regulations.</p> <p>Kindly Clarify.</p>	<p>Please refer response of S. no.2</p>

4	<p>Clause 5.3 Change in ownership - Concessionaire Agreement Page No 29</p>	<p>5.3 Obligations relating to Change in Ownership (a) The Concessionaire shall not undertake or permit any Change in Ownership in the Concessionaire, except with the prior written approval of the Authority. (b) Notwithstanding anything to the contrary contained in this Agreement, the Concessionaire agrees and acknowledges that during the concession period: (i) All acquisitions of Equity by an acquirer, either by himself or with any person acting in concert, directly or indirectly, including by transfer of the direct or indirect legal or beneficial ownership or control of any Equity, in aggregate 25% (twenty-five per cent) or more of the total Equity of the Concessionaire; or (ii) Acquisition of any control directly or indirectly of the Board of Directors of the Concessionaire by any person, either by himself or together with any person or persons acting in concert with him</p>	<p>In the event of any change in ownership of the Concessionaire during the concession period. It is proposed that the Concessionaire shall provide prior information to the Authority and ensure that all terms and conditions of the Concession Agreement continue to be fully complied with.</p>	<p>RFP condition prevails</p>
5	<p>5.14 (C) and Clause 2- Concessionaire Agreement Page No 32</p>	<p>5.14 Obligations relating to MICE PLUS (b) The Concessionaire shall use the Project Site only for the development, operation and maintenance of the all-project facilities of MICE PLUS and Project Infrastructure and any use thereof in violation of Applicable Laws or this Agreement shall constitute a Concessionaire's Event of Default. (c) The Concessionaire shall use the open area reserved for parking of vehicles of the Users and shall not use such area for any paid parking.</p>	<p>To enhance revenue genera-on and ensure the financial viability of the project. kindly confirm whether the Concessionaire will be permitted to incorporate additional facilities within the MICE Plus development, subject to approval of the Authority</p>	<p>The Concessionaire will be permitted to incorporate additional compatible facilities within the MICE Plus development to enhance revenue generation and ensure the financial viability of the project provided minimum development obligations are met.</p>

6	<p>32.1 Concessionaire Agreement Page No 106</p>	<p>32.1 Termination for Concessionaire Default 32.1.1 Subject to Applicable Laws and save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within a Cure Period of 60 (sixty) days, the Concessionaire shall be deemed to be in default of this Agreement (the "Concessionaire Default"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include the following:</p>	<p>In the interest of the project and its upkeep, there should be enhancement in period to cure the defect prior termination of the Concessionaire Agreement. Kindly Confirm</p>	<p>Accepted. Clause 32.1.1 of Article 32 – “Termination for Concessionaire Default” shall be read as follows: “...within a Cure Period of 180 (one hundred eighty) days....”</p>
7	<p>Concessionaire Agreement</p>	<p>35.1.1 Subject to Clauses 35.2 and 35.3, this Agreement shall not be assigned by the Concessionaire to any person, save and except with the prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason. 35.1.2 Subject to the provisions of Clause 35.2 , the Concessionaire shall not create nor permit to subsist any Encumbrance, or otherwise transfer or dispose of all or any of its rights and benefits under this Agreement or any Project Agreement to which the Concessionaire is a party except with prior consent in writing of the Authority, which consent the Authority shall be entitled to decline without assigning any reason. 32.1.1 Subject to Applicable Laws and save as otherwise provided in this Agreement, in the event that any of the defaults specified below shall have occurred, and the Concessionaire fails to cure the default within a Cure Period of 60 (sixty) days, the Concessionaire shall be deemed to be in default of this Agreement (the "Concessionaire Default"), unless the default has occurred solely as a result of any breach of this Agreement by the Authority or due to Force Majeure. The defaults referred to herein shall include the following:</p>	<p>Keeping the objective of seamless execution of the project throughout its term, stringent condition of approval should be replaced with ‘timely prior intimation to the Authority’ in Clauses – 35.1.2, 35.1.1, 32.1.1, 12.6, 5.9, 5.4, 5.3, 5.2.3 & 5.2.4. Kindly Confirm</p>	<p>RFP Condition Prevails</p>

Development, Operation and Maintenance of MICE PLUS at Mawkhanu Knowledge City, New Shillong, Meghalaya under Design, Build, Finance, Operate and Transfer (DBFOT) Mode on Public Private Partnership.

S/d-

Director of Tourism Department,
Govt. of Meghalaya, Shillong