

Meghalayan Age Ltd. Shillong Meghalaya (India).

No. MEGHAGE.1/2020/80

Dated: 11-Dec-2020

ADDENDUM No. 4

Request for Proposal (RFP) for Selection of Agency for Design and Supervision of Various Tourism Projects Under Meghalayan Age Ltd.

Tender Notice No. MEGHAGE.1/2020/46

The following provisions of Tender Documents for Selection of Agency for Design and Supervision of Various Tourism Projects Under Meghalayan Age Ltd are hereby replaced as follows:

Sr. No.	RFP Reference	Present RFP Clause	Amendments/ clarification in RFP
1	Page No.11, Clause No. 2.1.4	Note: Construction Supervision/Project Management Consultancy for Tourist Accommodations/ Iconic Bridges related to tourism activities/ Amphitheatre / Hotels in line with tourism promotion/ tourism related infrastructure. All the projects claimed for evaluation and marking shall have project cost equal to or more than 100 Cr.	Note: Construction Supervision/Project Management Consultancy for Tourist Accommodations/ Iconic Bridges related to tourism activities/ Amphitheatre / Hotels in line with tourism promotion/ tourism related infrastructure. All the projects claimed for evaluation and marking shall have project cost equal to or more than 50 Cr.

Sr. No.	RFP Reference	Present RFP Clause	Amendments/ clarification in RFP
2	Page No. 81 APPENDIX-1 Form – 8: Joint Bidding Agreement	<p>THIS JOINT BIDDING AGREEMENT is entered into on this the day of2018</p> <p><i>AMONGST</i></p> <p>1. Agencies / Companies/ Firms /Individual/ Sole Proprietor/Limited/Private Limited/ Joint Venture Company/ Partnership/Limited Liability Partnership (LLP) having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)</p> <p><i>AND</i></p> <p>2. Agencies / Companies/ Firms /Individual/ Sole Proprietor/Limited/Private Limited/ Joint Venture Company / Partnership/Limited Liability Partnership (LLP) having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)</p> <p><i>AND</i></p> <p>3. Agencies / Companies/ Firms /Individual/ Sole Proprietor/Limited/Private Limited/ Joint</p>	<p>THIS JOINT BIDDING AGREEMENT is entered into on this the day of2018</p> <p><i>AMONGST</i></p> <p>1. Agencies / Companies/ Firms /Individual/ Sole Proprietor/Limited/Private Limited/ Joint Venture Company/ Partnership/Limited Liability Partnership (LLP) having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)</p> <p><i>AND</i></p> <p>2. Agencies / Companies/ Firms /Individual/ Sole Proprietor/Limited/Private Limited/ Joint Venture Company / Partnership/Limited Liability Partnership (LLP) having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)</p> <p><i>AND</i></p> <p>3. Agencies / Companies/ Firms /Individual/ Sole Proprietor/Limited/Private Limited/ Joint</p>

Sr. No.	RFP Reference	Present RFP Clause	Amendments/ clarification in RFP
		<p>Venture Company / Partnership/Limited Liability Partnership (LLP) having its registeredoffice at (hereinafter referred to as the “ThirdPart” which expression shall, unless repugnant to the context include its successors and permitted assigns)}</p> <p>The above-mentioned parties of the FIRST, SECOND, AND THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”</p> <p><i>WHEREAS,</i></p> <p>(A) MAL having its registered office at ----- ------(hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (“Bids”) by its Request for Tender No.....dated</p> <p>(B) The Parties are interested in jointly bidding for the SEL Project as members of a Consortium and in accordance with the terms and conditions of the Tender document and other bid documents in respect of the said SEL Project,and</p>	<p>Venture Company / Partnership/Limited Liability Partnership (LLP) having its registeredoffice at (hereinafter referred to as the “ThirdPart” which expression shall, unless repugnant to the context include its successors and permitted assigns)}</p> <p>The above-mentioned parties of the FIRST, SECOND, AND THIRD PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”</p> <p><i>WHEREAS,</i></p> <p>(D) MAL having its registered office at ----- ------(hereinafter referred to as the “Authority” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (“Bids”) by its Request for Tender No.....dated</p> <p>(E) The Parties are interested in jointly bidding for the SEL Project as members of a Consortium and in accordance with the terms and conditions of the Tender document and other bid documents in respect of the said SEL Project,and</p>

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		<p>(C) It is a necessary condition under the Tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.</p> <p><i>NOW IT IS HEREBY AGREED as follows:</i></p> <p>1. Definitions and Interpretations In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the "Tender Document"</p> <p>2. Consortium</p> <p>2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.</p> <p>2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.</p> <p>3. Covenants The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, the</p>	<p>(F) It is a necessary condition under the Tender document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.</p> <p><i>NOW IT IS HEREBY AGREED as follows:</i></p> <p>9. Definitions and Interpretations In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the "Tender Document"</p> <p>10. Consortium</p> <p>10.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.</p> <p>10.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.</p> <p>11. Covenants The Parties hereby undertake that in the event the Consortium is declared the Selected Bidder and awarded the Project, the</p>

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		<p>lead member of the consortium shall enter into Agreement with the Authority and for performing all its obligations as the Project Executor in terms of the Project.</p> <p>4. Roles of the Parties</p> <p>The Parties hereby undertake to perform the roles and responsibilities as described below:</p> <p>(a) Party of the First Part shall be the Lead member of the Consortium (Financial Member /Technical member/ Other Member of the Consortium) and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the appointed date under the Agreement when all the obligations of the SPV shall become effective.</p> <p>(b) Party of the Second Part shall be (Technical Member/ Other Member of the Consortium)</p>	<p>lead member of the consortium shall enter into Agreement with the Authority and for performing all its obligations as the Project Executor in terms of the Project.</p> <p>12. Roles of the Parties</p> <p>The Parties hereby undertake to perform the roles and responsibilities as described below:</p> <p>(d) Party of the First Part shall be the Lead member of the Consortium (Financial Member /Technical member/ Other Member of the Consortium) and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the appointed date under the Agreement when all the obligations of the SPV shall become effective.</p> <p>(e) Party of the Second Part shall be (Technical Member/ Other Member of the Consortium)</p>

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		<p>(c) Party of the Third Part shall be (Technical Member/ Other Member of the Consortium)</p> <p>5. <i>Joint and SeveralLiabilities</i></p> <p>The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the “Tender Document” and the Agreement.</p> <p>6. <i>Representation of theParties</i></p> <p>Each Party represents to the other Parties as of the date of this Agreement that:</p> <p>(a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into thisAgreement;</p> <p>(b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the</p>	<p>(f) Party of the Third Part shall be (Technical Member/ Other Member of the Consortium)</p> <p>13. <i>Joint and SeveralLiabilities</i></p> <p>The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the “Tender Document” and the Agreement.</p> <p>14. <i>Representation of theParties</i></p> <p>Each Party represents to the other Parties as of the date of this Agreement that:</p> <p>(e) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into thisAgreement;</p> <p>(f) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the</p>

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		<p>charter documents/ board resolution and power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:</p> <ul style="list-style-type: none"> (i) require any consent or approval not already obtained; (ii) Violate any applicable law presently in effect and having applicability to it; (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof; (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or 	<p>charter documents/ board resolution and power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:</p> <ul style="list-style-type: none"> (i) require any consent or approval not already obtained; (ii) Violate any applicable law presently in effect and having applicability to it; (iii) Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof; (iv) Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties

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		<p>any of its properties or assets are bound or that is otherwise applicable to such Party;or</p> <p>(v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;</p> <p>(c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;and</p> <p>(d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material</p>	<p>or assets are bound or that is otherwise applicable to such Party;or</p> <p>(v) Create or impose any liens, mortgages, pledges, claims, security interests, charges or encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;</p> <p>(g) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it;and</p> <p>(h) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Associates is a party that presently affects or which would have a material</p>

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		<p style="text-align: center;">adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.</p> <p>7. Termination</p> <p>This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Project is completed under and in accordance with the Project Agreement including O & M Contract, in case the Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by MAL to the Bidder, as the case may be.</p> <p>8. Miscellaneous</p> <p>8.1 This Joint Bidding Agreement shall be governed by laws of India.</p> <p>8.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of MIFC.</p> <p style="text-align: center;">IN WITNESS WHEREOF THE PARTIES ABOVE</p>	<p style="text-align: center;">adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.</p> <p>15. Termination</p> <p>This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Project is completed under and in accordance with the Project Agreement including O & M Contract, in case the Project is awarded to the Consortium. However, in case the Consortium does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not selected or upon return of the Bid Security by MAL to the Bidder, as the case may be.</p> <p>16. Miscellaneous</p> <p>16.1 This Joint Bidding Agreement shall be governed by laws of India.</p> <p>16.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of MIFC.</p> <p style="text-align: center;">IN WITNESS WHEREOF THE PARTIES ABOVE</p>

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		<div><div>NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.</div><table><tr><td>SIGNED, SEALED AND DELIVERED</td><td>SIGNED, SEALED AND DELIVERED</td></tr><tr><td>For and on behalf of</td><td>For and on behalf of</td></tr><tr><td>FIRST PART i.e. by LEAD MEMBER:</td><td>SECOND PART:</td></tr><tr><td>(Signature)</td><td>(Signature)</td></tr><tr><td>(Name)</td><td>(Name)</td></tr><tr><td>(Designation)</td><td>(Designation)</td></tr><tr><td>(Address)</td><td>(Address)</td></tr><tr><td>SIGNED, SEALED AND DELIVERED</td><td></td></tr><tr><td>For and on behalf of</td><td></td></tr><tr><td>THIRD PART:</td><td></td></tr><tr><td>(Signature)</td><td></td></tr><tr><td>(Name)</td><td></td></tr><tr><td>(Designation)</td><td></td></tr><tr><td>(Address)</td><td></td></tr><tr><td>In the presence of:</td><td></td></tr></table></div>	SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED	For and on behalf of	For and on behalf of	FIRST PART i.e. by LEAD MEMBER:	SECOND PART:	(Signature)	(Signature)	(Name)	(Name)	(Designation)	(Designation)	(Address)	(Address)	SIGNED, SEALED AND DELIVERED		For and on behalf of		THIRD PART:		(Signature)		(Name)		(Designation)		(Address)		In the presence of:		<div><div>NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.</div><table><tr><td>SIGNED, SEALED AND DELIVERED</td><td>SIGNED, SEALED AND DELIVERED</td></tr><tr><td>For and on behalf of</td><td>For and on behalf of</td></tr><tr><td>FIRST PART i.e. by LEAD MEMBER:</td><td>SECOND PART:</td></tr><tr><td>(Signature)</td><td>(Signature)</td></tr><tr><td>(Name)</td><td>(Name)</td></tr><tr><td>(Designation)</td><td>(Designation)</td></tr><tr><td>(Address)</td><td>(Address)</td></tr><tr><td>SIGNED, SEALED AND DELIVERED</td><td></td></tr><tr><td>For and on behalf of</td><td></td></tr><tr><td>THIRD PART:</td><td></td></tr><tr><td>(Signature)</td><td></td></tr><tr><td>(Name)</td><td></td></tr><tr><td>(Designation)</td><td></td></tr><tr><td>(Address)</td><td></td></tr><tr><td>In the presence of:</td><td></td></tr></table></div>	SIGNED, SEALED AND DELIVERED	SIGNED, SEALED AND DELIVERED	For and on behalf of	For and on behalf of	FIRST PART i.e. by LEAD MEMBER:	SECOND PART:	(Signature)	(Signature)	(Name)	(Name)	(Designation)	(Designation)	(Address)	(Address)	SIGNED, SEALED AND DELIVERED		For and on behalf of		THIRD PART:		(Signature)		(Name)		(Designation)		(Address)		In the presence of:	
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		2.		2.	
		<p>Notes:</p> <p>The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.</p> <p>Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the ConsortiumMember.</p>		<p>Notes:</p> <p>The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.</p> <p>Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the ConsortiumMember.</p> <p style="text-align: center;">Or</p> <p>Association Letter:</p>	

Sr. No.	RFP Reference	Present RFP Clause	Amendments/ clarification in RFP
			<p style="text-align: center;">Association Letter <<Company Letterhead></p> <p>Ref. No.:</p> <p>Date:</p> <p>To,</p> <p>Chief Administrative Officer (C.A.O) Meghalaya Age Ltd. House No. L/A-56, Lower Nongrim Hills, Shillong East Khasi Hills Meghalaya-793003 (India)</p> <p>Sub: Association letter for Request for Proposal (RFP) for Selection of Agency for Design and Supervision of Various Tourism Projects Under Meghalayan Age Ltd.</p> <p>Dear Sir,</p> <p>We, the undersigned, are pleased to associate with ----- -----<<Name of Lead Member>>for the subject assignment. -----<<Name of Lead</p>

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			<p>Member>>will be the lead member of the consortium. We hereby, undertake to be associated for the entire duration of the assignment, if selected.</p> <p>Thanking You,</p> <p>Yours Faithfully,</p> <p>Name: Designation Address: Contact No. Email:</p> <p>Note: Agency may submit either “Joint Bidding Agreement or Association Letter” to meet the joint bidding requirement with consortium partner.</p>
3	Last Date of submission of Bids	<p>Online Technical Proposal Submission: scanned copy of Technical Proposal, including the Presentation shall be submitted in the PDF files, through email on map.meghalaya@gmail.com by 17:00 hours on 15-Dec-2020.</p> <p>(Note: Bidder shall not submit Financial Proposal through Email)</p> <p>Hard copy of Technical Proposal including Presentation & Financial Proposal as per RFP document shall be submitted on following address: Chief Administrative Officer (C.A.O) Meghalaya</p>	<p>Online Technical Proposal Submission: scanned copy of Technical Proposal, including the Presentation shall be submitted in the PDF files, through email on map.meghalaya@gmail.com by 15:00 hours on 23-Dec-2020.</p> <p>(Note: Bidder shall not submit Financial Proposal through Email)</p> <p>Hard copy of Technical Proposal including Presentation & Financial Proposal as per RFP document shall be submitted on following address: Chief Administrative Officer (C.A.O) Meghalaya</p>

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		<p>Infrastructure Development Finance Corporation Ltd. (MIDFC) Meghalaya House, No.9, Dr. APJ Abdul Kalam Road, New Delhi-110011</p> <p>or</p> <p>Chief Administrative Officer (C.A.O) Meghalaya Infrastructure Development Finance Corporation Ltd. (MIDFC) House No. L/A-56, Lower Nongrim Hills, Shillong East Khasi Hills Meghalaya-793003 (India) by 17:00 hours on 15-Dec-2020.</p>	<p>Age Ltd. Meghalaya House, No.9, Dr. APJ Abdul Kalam Road, New Delhi-110011</p> <p>or</p> <p>Chief Administrative Officer (C.A.O) Meghalaya Age Ltd. House No. L/A-56, Lower Nongrim Hills, Shillong East Khasi Hills Meghalaya-793003 (India) by 15:00 hours on 23-Dec-2020.</p>

Chief Administrative Officer (MAL)
House No. L/A-56, Lower Nongrim Hills,
Shillong East Khasi Hills, Meghalaya-793003