HIMACHAL PRADESH INFRASTRUCTURE DEVELOPMENT BOARD (HPIDB)

ADDENDUM NO. 1 dated 16.11.2026

to the Request for Proposal (Volume I) and the Draft OMM Contract (Volume II) for the "Selection of an Operator for Operation, Maintenance and Management of Himachal Niketan at Dwarka, New Delhi"

(Second Call)

Issued pursuant to the Pre-Bid Conference held on 04 November 2026

1. This Addendum No. 1 (the "**Addendum**") is issued by HPIDB pursuant to Clause 2.9 (Amendment in the RFP) of the RFP and HPIDB's responses to the queries raised by prospective bidders pursuant to the Pre-Bid Conference held on 04 November 2026.

2. The provisions set out in the table below shall amend and, to the extent of any inconsistency, supersede the corresponding provisions of the RFP and the Draft OMM Contract.

3. Capitalised terms used but not defined in this Addendum shall have the meanings respectively assigned to them in the RFP and/or the Draft OMM Contract.

4. In the event of any conflict or inconsistency between this Addendum and any provision of the RFP or the Draft OMM Contract, the provisions of this Addendum shall prevail.

5. Bidders are advised to take note of the following amendments while preparing and submitting their Bids:

S. No.	Clause/ Provision	Existing/ Original Clause	Amended/ New Clause
Amendment 1 — Eligibility: participation by registered Partnership Firms			
1.1	Volume I (RFP) – Clause 2.2.1(a) – pg. 17	A Bidder may be either a Company incorporated under the Companies Act 1956/ 2013 or a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008. Bidders are required to submit proof of their statutory registration/ incorporation as per their respective governing statutes/ acts.	A Bidder may be a Company incorporated under the Companies Act, 1956/ 2013, a Limited Liability Partnership incorporated under the Limited Liability Partnership Act, 2008, **or a partnership firm registered under the Indian Partnership Act, 1932**. Bidders are required to submit proof of their statutory registration/ incorporation as per their respective governing statutes/ Acts (including, in the case of a partnership firm, a certified copy of the registered partnership deed and the certificate of registration issued by the Registrar of Firms).
1.2	Volume I (RFP) – Clause 2.2.3 (definition of "Net Worth") – pg. 21	In case of any Limited Liability/Partnership: the aggregate value of the partners' paid-up capital contributions and free reserves created out of profits, after deducting the aggregate value of accumulated losses, deferred expenditure, and intangible assets not written off, as per the latest audited balance sheet; it shall not include reserves created out of revaluation of assets, write-back of depreciation, or amalgamation.	In the case of a Limited Liability Partnership or a partnership firm registered under the Indian Partnership Act, 1932: the aggregate value of the partners' paid-up capital contributions and free reserves created out of profits, after deducting the aggregate value of accumulated losses, deferred expenditure, and intangible assets not written off, as per the latest audited balance sheet (or, where the firm is not required under Applicable Law to have its accounts audited, as per its latest balance sheet certified by its statutory auditor or a practising Chartered Accountant); it shall not include reserves created out of revaluation of assets, write-back of depreciation, or amalgamation.
1.3	Volume II (Draft OMM Contract) – Parties clause (description of the Operator) – pg. 13	… a company incorporated under the provisions of the Companies Act, 2013 / a limited liability partnership incorporated under the provisions of the Limited Liability Partnership Act, 2008, having Corporate Identity Number / LLP Identification Number [●] … (hereinafter referred to as the "Operator") …	… a company/ a limited liability partnership/ a partnership firm registered/ incorporated under the [*name of the applicable statute under which incorporated/ registered*], having Corporate Identity Number/ LLP Identification Number/ Registration Number [●] … (hereinafter referred to as the "**Operator**") …

Amendment 2 — Financial Capacity: reliance on Parent Company / Wholly-Owned Subsidiary			
2.1	Volume I (RFP) – Clause 2.2.2(B) Note – pg. 20	No corresponding provision.	(d) **Reliance on Parent Company/ Wholly-Owned Subsidiary**: For the sole purpose of meeting the Financial Capacity requirement under Clause 2.2.2(B), a Bidder (or, in the case of a Consortium, any Member) may rely upon the audited Turnover and/or Net Worth of its Parent Company or of its Wholly-Owned Subsidiary, subject to: (i) submission of the duly audited financial statements of such Parent Company/ Wholly-Owned Subsidiary for the relevant period(s), together with the auditor's certificate contemplated under Clause 2.2.3; (ii) the Parent Company/ Wholly-Owned Subsidiary relationship subsisting as on the Bid Due Date, and the Bidder/ Parent, as applicable, undertaking to continue to maintain such relationship till earlier of the expiry of the OMM Period or the Operator independently meeting the Financial Capacity criteria; and (iii) the Parent Company/ Wholly-Owned Subsidiary furnishing a legally binding and irrevocable undertaking-cum-guarantee, in such form as the Authority may require, to support the financial and performance obligations of the Bidder/ Operator under the OMM Contract. "**Parent Company**" means a body corporate which directly holds more than 50% of the equity share capital and voting rights of the Bidder/ Member, or has the power to appoint a majority of its board of directors or to control its management and policy decisions; and "**Wholly-Owned Subsidiary**" means a body corporate the whole of whose 100% equity share capital and voting rights is held directly by the Bidder/ Member (alone or with its nominees). Provided no entity's financial capacity shall be counted more than once, and a subsidiary or Parent cannot support two different competing Bidders/Consortiums.
Amendment 3 — Formation of SPV not mandatory for a single-entity Bidder			
3.1	Volume I (RFP) – Clause 2.2.5 (opening paragraph) – pg. 22	Where the Bidder is a single entity, it shall be required to form an appropriate SPV to execute the Draft OMM Contract and for the implementation of the Project. In case the Bidder is a Consortium, it shall in addition to forming a SPV, comply with the following requirements:	**Where the Bidder is a single entity, it shall not be mandatory toincorporate a special purpose vehicle (SPV),** and may execute the Draft OMM Contract and implement the Project directly as the Operator; provided that such single-entity Bidder may, at its option, incorporate an SPV (a company under the Companies Act, 2013 or an LLP under the Limited Liability Partnership Act, 2008) wholly owned by it to act as the Operator. Where the Bidder is a Consortium, it shall be required to incorporate an SPV (a company or an LLP) to act as the Operator, and shall comply with the following requirements:
	Volume I (RFP) – Clause 1.1.11 (opening sentence) – pg. 8	As a part of the Bidding Documents, HPIDB has provided a form of agreement proposed to be executed between the Authority and the Special Purpose Vehicle (SPV) to be incorporated by the Selected Bidder under the Companies Act, 2013 or LLP under the Limited Liability Partnership Act, 2008 (the "Operator") forming Volume II of the RFP (the "Draft OMM Contract")……	As a part of the Bidding Documents, HPIDB has provided a form of agreement proposed to be executed between the Authority and the Special Purpose Vehicle (SPV) to be incorporated by the Selected Bidder under the Companies Act, 2013 or LLP under the Limited Liability Partnership Act, 2008 (the "Operator") forming Volume II of the RFP (the "Draft OMM Contract"). Provided in case of Selected Bidder being a sole entity and not a Consortium, incorporating of SPV is not mandatory and the Selected Bidder itself can execute the OMM Contract with the Authority.
	Volume I (RFP) – Appendix-I sr. no. 19 – pg. 47	19. I/ We understand that if I/ We are declared as the Selected Bidder, I / we shall incorporate a Special Purpose Vehicle (SPV) under the Companies Act, 2013 or a limited liability partnership under the Limited Liability Partnership Act, 2008, prior to execution of the OMM Contract with equity share	19.*{In the event our Consortium is declared as the Selected Bidder, we shall incorporate a Special Purpose Vehicle (SPV) under the Companies Act, 2013 or a limited liability partnership under the Limited Liability Partnership Act, 2008, prior to execution of the OMM Contract with equity share capital as per the provisions of the RFP and the OMM Contract.}* I/ We agree not to seek any changes in the

		capital as per the provisions of the RFP and the OMM Contract. I/We agree not to seek any changes in the aforesaid draft and agree to abide by the same.	OMM Contract either at the time of signing or thereafter, and agree to abide by the same. **** The SPV requirement specified in curly brackets not applicable where the Bidder is a sole entity.***
3.2	Volume II (Draft OMM Contract) – Recital F – pg. 7	In accordance with the terms of the RFP and the LOA, the Selected Bidder has caused the Operator to be incorporated / registered as a special purpose vehicle for the sole purpose of undertaking the Project and executing and performing this Contract, and has furnished to the Authority the Performance Security in the form and manner required under this Contract.	In accordance with the terms of the RFP and the LOA, **where so required**, the Selected Bidder has caused the Operator to be incorporated / registered as a special purpose vehicle for the sole purpose of undertaking the Project and executing and performing this Contract; **and where the Selected Bidder is a single entity which has, in accordance with the RFP, elected not to form a special purpose vehicle, the Selected Bidder is itself the Operator.** The Operator has furnished to the Authority the Performance Security in the form and manner required under this Contract.
Amendment 4 — Equity Shareholding and Change in Ownership (consequential to Amendments 1 and 3) and Project Assets			
4.1	Volume I (RFP) – Clause 2.2.1, Explanation (2) under limb ©– pg. 17	(2) In relation to any Bidder or Member that is an LLP, references to shares, equity share capital and shareholder shall be read, mutatis mutandis, as references to contribution, profit share and partners under the LLP Act, 2008.	(2) In relation to any Bidder or Member that is an LLP or a registered Partnership firm, references to shares, equity share capital and shareholder shall be read, mutatis mutandis, as references to contribution, profit share and partners under the LLP Act, 2008 or the Indian Partnership Act, 1932.
4.2	Volume II (Draft OMM Contract) – definition of "Equity Shareholding" (Article 1) – pg. 10	……; and (b) where the Operator is a limited liability partnershipunder the Limited Liability Partnership Act, 2008, the capital contribution of such Member in the Operator, together with its corresponding entitlement to a share in the profits of, and its voting and management rights in, the Operator under its LLP agreement; and (i) any reference to a specified percentage of Equity Shareholding shall be construed as that percentage of each of the components applicable under (a) or (b), as the case may be; and (ii) the expressions "equity share", "equity stake", "shareholding", "share" and cognate expressions, wherever used in relation to the Operator or a Member, shall be construed accordingly;	After limb (b), insert new limb (c): © where the Operator is a partnership firm registered under the Indian Partnership Act, 1932, the partners' capital contribution in the firm, together with their corresponding entitlement to a share in the profits of, and their voting and management rights in, the firm under the partnership deed; and (i) any reference to a specified percentage of Equity Shareholding shall be construed as that percentage of each of the components applicable under (a) or (b) or (c), as the case may be; and (ii) the expressions "equity share", "equity stake", "shareholding", "share" and cognate expressions, wherever used in relation to the Operator or a Member, shall be construed accordingly;
4.3	Volume II (Draft OMM Contract) – Clause 5.7 (Change in Ownership) – pg. 31 (insertion of new Sub-Clause 5.7.10)	New provision.	5.7.10 Where, in accordance with the RFP, the Selected Bidder is a single entity which has not formed a special purpose vehicle and is itself the Operator, Sub-Clause 5.7.2 (including sub-clauses (a) and (b) and the proviso thereto, and the fixed percentages therein) shall not apply, and in its place the following shall apply: (i) the person(s) who are in Control of the Operator as at the Contract Date shall continue to be in Control of the Operator throughout the OMM Period, and the Operator shall not undergo a Change in Control except with the prior written approval of the Authority obtained in accordance with Sub-Clauses 5.7.3 and 5.7.4; (ii) until the 5th (fifth) anniversary of the Operations Date, no Change in Control of the Operator shall be undertaken or permitted, save with the prior written approval of the Authority granted in exceptional circumstances; (iii) the 25% (twenty-five per cent) Equity Shareholding threshold in Sub-Clause 5.7.3(a) shall not apply to dealings in the Operator's own Equity Shareholding, and in its place Sub-Clauses 5.7.3 and 5.7.4 shall apply to any Change in Control of the Operator; (iv) any acquisition, transfer or dealing in the Equity Shareholding of the Operator (or of any listed holding company of the Operator) effected in the ordinary course of trading on a recognised stock exchange in India, which does not result in a Change in Control of the Operator, shall not constitute a Change in Ownership or a Change in Control for the purposes of this Clause 5.7; and (v) references in this Clause 5.7 (including the opening para of Sub-Clause 5.7.3 and the Operator Event of Default

			under Sub-Clause 5.7.7) to a breach of, or to a Change in Ownership in breach of, Sub-Clause 5.7.2 shall, in the case of such an Operator, be read as references to a Change in Control effected without the prior written approval of the Authority required under this Clause 5.7. ***Explanation***: *1. For the purposes of this Clause 5.7, "Change in Control" means any event or transaction (whether direct or indirect, and whether in a single transaction or a series of transactions) as a result of which (x) any person, alone or together with persons acting in concert, acquires Control of the Operator which it did not have as at the Contract Date, or (y) the person(s) in Control of the Operator as at the Contract Date cease to be in Control of the Operator; and "Control" has the meaning given in Sub-Clause 5.7.6.* *2. Where the Operator is a partnership firm registered under the Indian Partnership Act, 1932, this Clause 5.7 and the definition of "Equity Shareholding" shall apply with the following modifications: (i) references to the "Equity Shareholding of the Operator" shall be construed in accordance with limb (c) of the definition of "Equity Shareholding"; (ii) references to the "Board of Directors" and to "directors" of the Operator shall be read as references to the management of the firm and to its partners; and (iii) "control" shall include the right or power, whether under the partnership deed, by contract or otherwise, to control the majority of the capital, profit share, voting or management rights of, or otherwise to direct the affairs of, the firm. The expressions "acquirer", "control" and "person acting in concert" in Sub-Clause 5.7.6 shall apply with these modifications, with necessary changes.*
4.4	Volume II (Draft OMM Contract) – Clause 1.1 (Definitions) - pg. 8	**"Project Assets"** means, collectively, the Handover Assets and all additions, alterations, modifications, improvements, refurbishments, extensions, replacements and affixed installations (including any non-removable fit-out installed by the Operator) which form part of, or are affixed to, the Property from time to time and are owned by, or vest in, the Authority, but excluding the Operator Created Assets, and shall include: (a) all buildings, structures, fixtures, fittings and immovable assets; (b) all FF&E, machinery, plant, electrical, mechanical, plumbing, HVAC, fire and life safety systems, utilities, information technology systems, telecommunications infrastructure and other movable assets forming part of the Property; (c) all roads, pathways, circulation areas, parking areas, drainage systems, landscaping, signage, utility networks and associated infrastructure within the Plots; (d) all additions, alterations, modifications, improvements, refurbishments and extensions undertaken in accordance with this Contract; (e) all rights of use, licences, easements and other rights granted to the Operator in relation to the Plots and the Property; (f) all other assets and facilities necessary for, or incidental to, the implementation, operation, management and maintenance of the Project; and	**"Project Assets"** means, collectively, the Handover Assets and all additions, alterations, modifications, improvements, refurbishments, extensions, replacements and affixed installations (including any non-removable fit-out installed by the Operator) which form part of, or are affixed to, the Property from time to time and are owned by, or vest in, the Authority, but excluding the Operator Created Assets, and shall include: (a) all buildings, structures, fixtures, fittings and immovable assets; (b) all FF&E, machinery, plant, electrical, mechanical, plumbing, HVAC, fire and life safety systems, utilities, information technology systems, telecommunications infrastructure and other movable assets forming part of the Property; (c) all roads, pathways, circulation areas, parking areas, drainage systems, landscaping, signage, utility networks and associated infrastructure within the Plots; (d) all additions, alterations, modifications, improvements, refurbishments and extensions undertaken in accordance with this Contract; (e) all rights of use, licences, easements and other rights granted to the Operator in relation to the Plots and the Property; (f) all other assets and facilities necessary for, or incidental to, the implementation, operation, management and maintenance of the Project; and (g) Applicable Permits and authorisations relating to, or in respect of, the Project. Provided that the Project Assets shall not include the Operator's trade receivables, security deposits, cash balances or insurance proceeds, which shall remain the property of the Operator subject to Article 6 and Clause 16.7. **However, nothing in**

		(g) Applicable Permits and authorisations relating to, or in respect of, the Project. Provided that the Project Assets shall not include the Operator's trade receivables, security deposits, cash balances or insurance proceeds, which shall remain the property of the Operator subject to Article 6 and Clause 16.7.	**this proviso shall affect or dilute the first and exclusive charge of the Authority over the Escrow Account under Clause 6.5, the order of appropriation under Clauses 6.3 &6.4 or the application of insurance proceeds under Clause 16.7;**
Amendment 5 — OMM Period increased from 25 (twenty-five) years to 30 (thirty) years and Right to seek Right of First Refusal			
5.1	Volume I (RFP) – Clause 1.1.11 – pg. 8	… The period of OMM is 25 (twenty-five) years (the "**OMM Period**") commencing from the Effective Date (*as defined in the OMM Contract*) which is inclusive of a period of 3 (three) months for furnishing and making the State Guest House - Himachal Niketan fully operational in accordance with the terms of the Draft OMM Contract including Schedules thereto and Good Industry Practices, compliant with the Brand Standards (*as defined in the OMM Contract*) equivalent to 4-star category hospitality guidelines issued by the Ministry of Tourism, Govt. of India	… The period of OMM is **30 (thirty) years** (the "**OMM Period**") commencing from the Effective Date (*as defined in the OMM Contract*) which is inclusive of a period of **4 (four) months** for furnishing and making the State Guest House - Himachal Niketan fully operational in accordance with the terms of the Draft OMM Contract including Schedules thereto and Good Industry Practices, compliant with the Brand Standards (*as defined in the OMM Contract*) equivalent to 4-star category hospitality guidelines issued by the Ministry of Tourism, Govt. of India.
	Volume I (RFP) – Clause 1.1.12 – pg. 9	Prior to expiry of the OMM Period due to efflux of time, the Authority may at its sole discretion consider to extend the OMM Period for a further period of 5 (five) years provided the performance of the Operator is good and it is not in default	Prior to the expiry of the OMM Period by efflux of time, if the Authority goes for a fresh competitive bidding process for OMM of Himachal Niketan, the Operator having participated in such fresh bidding process, may seek a Right of First Refusal (RoFR) from the Authority, in accordance with, and subject to the conditions and stipulations set out in, Clause 4.2 of the Draft OMM Contract. [The provision for extension of the OMM Period by a further period of 5 (five) years stands deleted.]
5.2	Volume II (Draft OMM Contract) – definition of "OMM Period" (Article 1) – pg. 12	**"OMM Period"** means the period of 25 (twenty-five) years commencing on the Effective Date and ending on the Divestment Date, whether by efflux of time or otherwise in the case of premature termination, and includes the Furnishing Period and any extension granted under Sub-Clause 4.1.3 or Clause 18.6; provided that, unless so extended, the OMM Period shall in any event expire on the 25th (twenty-fifth) anniversary of the Effective Date, and the Divestment Requirements and the provisions which survive Termination shall continue to bind the Parties thereafter until the Divestment Date	**"OMM Period"** means the period of **30 (thirty) years** commencing on the Effective Date and ending on the Divestment Date, whether by efflux of time or otherwise in the case of premature termination, and includes the Furnishing Period and any extension granted under Clause 18.6; provided that, unless so extended, the OMM Period shall in any event expire on the **30th (thirtieth)** anniversary of the Effective Date, and the Divestment Requirements and the provisions which survive Termination shall continue to bind the Parties thereafter until the Divestment Date;
5.3	Volume II (Draft OMM Contract) – Article 4 (Clause4.1) – pg. 25	**4. TERM OF OMM SERVICES** **4.1 Term of OMM Services** 4.1.1 This Contract shall come into force and effect on the Contract Date and, unless terminated earlier in accordance with the provisions hereof, shall continue in full force and effect until the Divestment Date. 4.1.2 The OMM Period shall be a period of 25 (twenty-five) years commencing on and from the Effective Date, and shall be inclusive of the Furnishing Period. The Operator shall provide the OMM Services throughout the OMM Period in accordance with this Contract. 4.1.3 Prior to the expiry of the OMM Period by efflux of time, the Authority may, at its sole and absolute discretion, consider extending the OMM Period by a further period of 5 (five) years, provided that the performance of the Operator has	**4. TERM OF OMM AND RIGHT TO SEEK RIGHT OF FIRST REFUSAL** **4.1 Term of OMM** 4.1.1 This Contract shall come into force and effect on the Contract Date and, unless terminated earlier in accordance with the provisions hereof, shall continue in full force and effect until the Divestment Date. 4.1.2 The OMM Period shall be a period of 30 (thirty) years commencing on and from the Effective Date, and shall be inclusive of the Furnishing Period. The Operator shall provide the OMM Services throughout the OMM Period in accordance with this Contract. 4.1.3 The OMM Period shall stand extended by a period equal in length to the duration of any Force Majeure Event during which the Operator was prevented from executing the Furnishing Works or from operating the Property, in accordance with Clause 18.6. 4.1.4 Notwithstanding the expiry of the OMM Period, this Contract shall continue to bind the Parties in respect of the Divestment Requirements until the

		been good and the Operator is not, and has not been, in breach or default of any of its obligations under this Contract. It is expressly clarified that the grant of such extension is a matter entirely within the discretion of the Authority and does not constitute any entitlement, right or legitimate expectation of the Operator, and no claim of any nature shall lie against the Authority on account of the refusal or non-grant of such extension. 4.1.4 An application by the Operator seeking an extension under Sub-Clause 4.1.3 shall be made no earlier than 12 (twelve) months prior to the scheduled expiry of the OMM Period. The Authority shall communicate its decision not later than 6 (six) months prior to such expiry. Any extension granted shall be on such terms and conditions, including as to the revised Annual Contract Fee, as the Authority may stipulate. 4.1.5 The OMM Period shall stand extended by a period equal in length to the duration of any Force Majeure Event during which the Operator was prevented from executing the Furnishing Works or from operating the Property, in accordance with Clause 18.6. 4.1.6 Notwithstanding the expiry of the OMM Period, this Contract shall continue to bind the Parties in respect of the Divestment Requirements until the Divestment Date, and thereafter in respect of such provisions as expressly or by implication survive Termination.	Divestment Date, and thereafter in respect of such provisions as expressly or by implication survive Termination. **4.2 Right to seek Right of First Refusal** 4.2.1 Subject to meeting the following four conditions to the absolute satisfaction of the Authority, the Operator may seek a Right of First Refusal ("**RoFR**") from the Authority, which may be exercised during a fresh bidding process for the OMM of the Property: (a) the Operator has operated and maintained the Property during the entire OMM Period until the commencement of the fresh bidding process; (b) the OMM has been carried out by the Operator in strict compliance with the provisions of this Contract and to the utmost satisfaction of the Authority; (c) the Operator demonstrates, and the Authority determines, that the Operator never defaulted in any of its payment-related obligations towards the Authority including making payment of the Annual Contract Fee during the OMM Period; and (d) the Operator never raised, or indulged in, any dispute or dispute resolution proceedings involving the Authority before any quasi-judicial or judicial forum in relation to this Contract. 4.2.2 If the Authority determines that a legitimate request seeking RoFR has been received from the Operator, meticulously satisfying the conditions specified in Sub-Clause 4.2.1 above, the Authority may, at its sole discretion, grant theRoFRto the Operator in respect of a fresh bidding process to be carried out for the OMM of the Property, provided the Authority decides to enter into a fresh OMM Contract commencing from the day immediately following the last day of the OMM Period under the existing Contract with the Operator and without there being any intervening period wherein the Authority carries out the OMM of the Property, either on its own or through any other operator or agency. 4.2.3 If the Authority, in exercise of its sole discretion under Sub-Clause 4.2.2 above, decides to grant theRoFR to the Operator, the same shall be granted subject to the following stipulations: (a) the Operator participates in the fresh bidding process and qualifies after meeting the qualification criteria prescribed therein; (b) if the Operator emerges as the Highest Bidder (H1) in the fresh bidding process, the Operator shall be entitled to seek the award of the contract from the Authority/ State Government at a rate/ price which is 2.5% over and above the Financial Bid/ price bid quoted by the Operator on the basis of which it emerged as H1 Bidder and thereupon, the Operator shall be declared as the "Selected Bidder" at such price bid, which is the sum total of the price bid actually quoted by the Operator and 2.5%. (c) if the Operator does not emerge as the Highest Bidder (H1) in the fresh bidding process, the Operator shall be entitled to seek the award of the contract from the Authority/ State Government, subject to agreeing to offer the enhanced Financial Bid/ price bid as per the following table: (i) **high competition** – participation by 5 (five) or more technically qualified and financially competing bidders (including the Operator): The Operator may seek award of the Contract subject to offering price bid actually

			quoted by the Highest Bidder plus 2.5%; (ii) **medium competition** – participation by 3 (three) or 4 (four) technically qualified and financially competing bidders (including the Operator): The Operator may seek award of the Contract subject to offering price bid actually quoted by the Highest Bidder plus 5%; (iii) **low competition** – participation by 2 (two) technically qualified and financially competing bidders (including the Operator): The Operator may seek award of the Contract subject to offering the price bid actually quoted by the Highest Bidder plus 7.5%; (d) if the Operator offers to comply with the applicable condition for enhancement of the price bid as provided in the table above, it shall be entitled to be declared as the Selected Bidder by the Authority / State Government, further subject to agreeing to pay a lump-sum bidding participation compensation of Rs.20,00,000 (Rupees Twenty Lakhs only) to the Highest Bidder. However, if the Operator fails to make an offer as aforesaid within a period of 7 (seven) days of being provided with an opportunity to do so by the Authority/ State Government, the Highest Bidder shall be declared by the Authority/ State Government as the Selected Bidder at its quoted price bid. For the purposes of this Clause 4.2, the expressions "Highest Bidder", "Selected Bidder" and "Financial Bid/ price bid" refer to the corresponding bidder or bid in the fresh bidding process (and not to the Selected Bidder or Highest Bidder under the existing Contract).
	Volume II (Draft OMM Contract) – Sub-Clause 14.1.2 – pg. 57	The Annual Contract Fee shall escalate at the rate of 3% (three per cent) per annum, calculated on the Annual Contract Fee payable for the immediately preceding year. The escalation shall take effect from each anniversary of the Fee Commencement Date and shall apply for the entirety of the OMM Period, including any extension granted under Sub-Clause 4.1.3 unless otherwise stipulated by the Authority in the terms of such extension.	The Annual Contract Fee shall escalate at the rate of 3% (three per cent) per annum, calculated on the Annual Contract Fee payable for the immediately preceding year. The escalation shall take effect from each anniversary of the Fee Commencement Date and shall apply for the entirety of the OMM Period.
5.4	Volume II (Draft OMM Contract) – Sub-Clause 18.9.2 – pg. 70	If Termination is on account of a Political Event under Sub-Clause 18.8.2, the Authority shall, subject to Clause 18.9.4 below, make a Termination Payment to the Operator in an amount equal to the unamortized portion of the Upfront OMM Contract Amount, calculated on a straight-line basis over the base period of 25 (twenty-five) years of the OMM Period (excluding any extension granted under Sub-Clause 4.1.3 or Clause 18.6) corresponding to the unexpired (balance) OMM Period; provided that the second and final instalment of the Upfront OMM Contract Amount which has become due but remains unpaid by the Operator as at the date of Termination, together with any interest having accrued thereon under Sub-Clause 14.2.9, shall be deducted from the Termination Payment	If Termination is on account of a Political Event under Sub-Clause 18.8.2, the Authority shall, subject to Clause 18.9.4 below, make a Termination Payment to the Operator in an amount equal to the unamortized portion of the Upfront OMM Contract Amount, calculated on a straight-line basis over the base period of **30 (thirty)** years of the OMM Period (excluding any extension granted under Clause 18.6) corresponding to the unexpired (balance) OMM Period; provided that the second and final instalment of the Upfront OMM Contract Amount which has become due but remains unpaid by the Operator as at the date of Termination, together with any interest having accrued thereon under Sub-Clause 14.2.9, shall be deducted from the Termination Payment
Amendment 6 — Furnishing / Fit-out Period increased from 3 (three) months to 4 (four) months			
6.1	Volume I (RFP) – Clause 1.1.11 – pg. 8	… which is inclusive of a period of 3 (three) months for furnishing and making the State Guest House – Himachal Niketan fully operational …	For "a period of 3 (three) months for furnishing" substitute "**a period of 4 (four) months for furnishing**".
6.2	Volume II (Draft OMM	11.1.1 Subject to Clause 18.6.3, the Operator shall undertake,	11.1.1 Subject to Clause 18.6.3, the Operator shall undertake, execute and complete

	Contract) – Sub-Clause 11.1.1 to 11.1.3 – pg. 47	execute and complete the Furnishing Works, and make the Property fully operational in all respects, within a period of 3 (three) months commencing from the Effective Date (the "**Furnishing Period**"). 11.1.2 Whether or not the Operator has completed the Furnishing Works within the Furnishing Period as specified above, it shall not affect the liability of the Operator to pay the balance Upfront OMM Contract Amount and/ or Annual Contract Fee in accordance with Article 14. 11.1.3 The Furnishing Period is comprised within, and does not extend, the OMM Period.	the Furnishing Works, and make the Property fully operational in all respects, within a period of **4 (four) months** commencing from the Effective Date (the "**Furnishing Period**"). 11.1.2 The Furnishing Period is comprised within, and does not extend, the OMM Period in the event of delay in completion of the Furnishing Works except in terms of Clause 18.6.3. 11.1.3 Whether or not the Operator has completed the Furnishing Works within the Furnishing Period as specified above, it shall not affect the liability of the Operator to pay the balance Upfront OMM Contract Amount and/ or Annual Contract Fee in accordance with Article 14.
Amendment 7 — Bid Due Date and consequential dates			
7.1	Volume I (RFP) – Clause 1.3, Schedule of Bidding Process (and the corresponding entries in the Bid Data Sheet) – pg. 14	Last Date of Submission of Online Bid (Bid Due Date): 27.11.2026 (03:00 PM). Opening of Technical & Financial Bids shall be decided subsequently. Validity of Bids: 180 days of Bid Due Date.	Refer Corrigendum-III dated 12.11.2026 published on e-procurement portal. Validity of Bids: 180 days of the (revised) Bid Due Date. All other references in the RFP to the Bid Due Date shall be read accordingly.

All other contents of the RFP and the Draft OMM Contract, save as expressly amended hereinabove, shall remain unchanged.

Chief General Manager
For and on behalf of
Himachal Pradesh Infrastructure Development Board

Note:

(i) The amendments set out in this Addendum are intended to give effect to the Authority's responses to the pre-bid queries for the second round of bidding and to the consequential and conforming changes arising therefrom. The amendments shall be read cumulatively.

(ii) Any consequential or conforming amendment omitted from, or incompletely reflected in, this Addendum shall not be construed against the Authority/ HPIDB, and the affected provisions of the RFP and the Draft OMM Contract shall be read so as to give effect to the Authority's responses and to this Addendum.

(iii) The Authority/ HPIDB may give final effect to any such consequential or conforming amendment, and correct any inadvertent omission or inconsistency, at the time of execution of the OMM Contract.

(iv) In case of any conflict between this Addendum and the RFP or the Draft OMM Contract, this Addendum shall prevail.

Digitally signed by MUNISH SONI
Date: 2026.11.16 16:57:14 IST
Location: Himachal Pradesh-HP