

**SELECTION OF THE OPERATOR FOR OPERATION & MANAGEMENT OF SHRI CHINTPURNI SADAN BLOCK –C, DISTRICT UNA,
(A COMMERCIAL COMPLEX – HOTEL & RESTAURANT) INHIMACHAL PRADESH ON PPP MODE
ADDENDUM-1 TO THE RFP DOCUMENT - Dated: 26.10.2021**

S. N o.	Clause No./ Page No. of the Document	Existing Provisions	Revised Provisions
Request for Proposal Document : Vol.I			
1.	Clause No.1.1.6/ Pg. No. 11	In case the Selected Bidder is an unincorporated Joint Venture, then it shall be required to be registered as an incorporated Joint Venture under the applicable statutory law either as a company or a partnership firm or (LLP prior to execution of the agreement with the Authority.	The Selected Bidder <u>including a Joint Venture will</u> be required to <u>promote and incorporate a special purpose vehicle in form of a company</u> under the <u>provisions of the Companies Act, 2013 (the “SPV”)</u> prior to execution of the agreement with the Authority. <u>The SPV so incorporated shall act as the Operator and be responsible for the operation, maintenance and management of the Project.</u>
2.	Clause No.1.1.7/ Pg. No. 11	As a part of the Bidding Documents, HPIDB has provided a form of agreement proposed to be executed between the Selected Bidder (the “Operator”) and the Authority (the “Concession Agreement” – Vol. II of RFP document). The Concession Agreement sets forth the detailed terms and conditions for the grant of concession to the Operator, including the scope of the Operator’s services and obligations (the “Concession”). The period of Concession is 10 (Ten) years (the “Concession Period”) which is inclusive of Furnishing Period of 4 (four) months for upgrading, furnishing, equipping and making the existing Block-C fully operational after carrying out Furnishing Works (<i>as defined in the Concession Agreement</i>) in accordance with the terms of the Concession Agreement including Schedules thereto and Good Industry Practices, equivalent to atleast 2-star category hotel guidelines issued by the Ministry of Tourism, Govt. of India. The aforesaid Concession Period is extendable further for a period of 5 (Five) years at the sole discretion of the Authority provided the performance of the Operator is good and he is not in default.	As a part of the Bidding Documents, HPIDB has provided a form of agreement proposed to be executed between the Selected Bidder, <u>SPV</u> (the “Operator”) and the Authority (the “Concession Agreement” – Vol. II of RFP document). The Concession Agreement sets forth the detailed terms and conditions for the grant of concession to the Operator, including the scope of the Operator’s services and obligations (the “Concession”). The period of Concession is 10 (Ten) years (the “Concession Period”) which is inclusive of Furnishing Period of 4 (four) months for upgrading, furnishing, equipping and making the existing Block-C fully operational after carrying out Furnishing Works (<i>as defined in the Concession Agreement</i>) in accordance with the terms of the Concession Agreement including Schedules thereto and Good Industry Practices, <u>compliant</u> to 2-star category hotel guidelines issued by the Ministry of Tourism, Govt. of India. The aforesaid Concession Period is extendable further for a period of 5 (Five) years at the sole discretion of the Authority provided the performance of the Operator is good and he is not in default.
3.	Clause No.1.1.8(i)/ Pg. No. 12	the carrying out the Furnishing Works as per the provisions of the Concession Agreement. The Operator shall use new and premium quality materials for furniture, furnishings, fittings & fixtures, etc. equivalent to the standards of a 2 star category hotel or above, as per the guidelines of Ministry of Tourism, Govt. of India;	the carrying out <u>of</u> the Furnishing Works as per the provisions of the Concession Agreement. The Operator shall use new and premium quality materials for furniture, furnishings, fittings & fixtures, etc. <u>compliant</u> to the standards of a <u>2 star category hotel</u> , as per the guidelines of Ministry of Tourism, Govt. of India;

<p>4.</p>	<p>Clause No. 2.2.5/ Pg. No. 21</p>	<p>In case the Bidder is a Joint Venture, it shall comply with the following requirements:</p> <ul style="list-style-type: none"> (i) Number of members in a Joint Venture shall not exceed 2 (two); (ii) Subject to the provisions of Clause 2.2.5 (i) above, the bid should contain the information required for each member of the Joint Venture; (iii) Members of the Joint Venture shall nominate one member as the lead member (the “Lead Member”), who shall have a share of at least 51% (fifty one per cent) in the Joint Venture. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Joint Venture. The other member (the “Other Member”) of the Joint Venture shall have a minimum share of atleast 26% (twenty six percent) in the JV; (iv) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and O&M obligations; (v) An individual Bidder cannot at the same time be member of a Joint Venture applying for the Bid. Further, a member of a particular Bidder Joint Venture cannot be member of any other Bidder Joint Venture applying for the Bid; (vi) The members of a Joint Venture shall get their JV incorporated and registered a company or partnership firm or (LLP prior to signing of the Concession Agreement for execution of the Project, if awarded to the Joint Venture; (vii) Members of the Joint Venture shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “Jt. Bidding Agreement”), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia: <ul style="list-style-type: none"> (a) convey the intent to enter into the Jt. Bidding Agreement and subsequently perform all the obligations of the Developer/ Operator in terms of the Agreement, in case the concession to undertake the Project is awarded to the Joint Venture; (b) clearly outline the proposed roles and responsibilities, if any, of each member; (c) include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Operator in relation to the Project in accordance with the Agreement and the statement to this effect shall also be included in the Jt. Bidding Agreement and the Agreement; (d) commit that the Lead Member of the Joint Venture shall have a share of at least 51% (fifty one per cent) in the Joint Venture and the Other Member shall have atleast 26% (twenty six per cent) or more share in the JV; (e) both members of the Joint Venture undertake that they shall collectively hold 100% (hundred per cent) share in the incorporated JV at all times until the fifth anniversary of the Commercial Operations Date of the Project and 51% (fifty one percent) thereafter for the balance Concession Period with the Lead Member holding atleast 26%; 	<p><u>Where the Bidder is a single entity, it will be required to form an appropriate SPV incorporated under the Companies Act, 2013 to execute the Concession Agreement and implement the Project.</u> In case the Bidder is a Joint Venture, it shall, <u>in addition to forming an SPV,</u> comply with the following requirements:</p> <ul style="list-style-type: none"> (i) Number of members in a Joint Venture shall not exceed 2 (two); (ii) Subject to the provisions of Clause 2.2.5 (i) above, the bid should contain the information required for each member of the Joint Venture; (iii) Members of the Joint Venture shall nominate one member as the lead member (the “Lead Member”), who shall have a share of at least 51% (fifty one per cent) in the <u>subscribed and paid up equity share capital of the Operator/SPV.</u> The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Joint Venture. The other member (the “Other Member”) of the Joint Venture shall have a minimum share of atleast 26% (twenty six percent) in the <u>subscribed and paid up equity share capital of the Operator/ SPV;</u> (iv) The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial and O&M obligations; (v) An individual Bidder cannot at the same time be member of a Joint Venture applying for the Bid. Further, a member of a particular Bidder Joint Venture cannot be member of any other Bidder Joint Venture applying for the Bid; (vi) deleted; (vii) Members of the Joint Venture shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the “Jt. Bidding Agreement”), for the purpose of submitting a Bid. The Jt. Bidding Agreement, to be submitted along with the Bid, shall, inter alia: <ul style="list-style-type: none"> (a) convey the intent to enter into the Jt. Bidding Agreement and subsequently perform all the obligations of the Developer/ Operator in terms of the Agreement, in case the concession to undertake the Project is awarded to the Joint Venture; (b) clearly outline the proposed roles and responsibilities, if any, of each member; (c) include a statement to the effect that all members of the Joint Venture shall be liable jointly and severally for all obligations of the Operator in relation to the Project in accordance with the Agreement and the statement to this effect shall also be included in the Jt. Bidding Agreement and the Agreement; (d) commit that the Lead Member of the Joint Venture shall have a share of at least 51% (fifty one per cent) in the <u>subscribed and paid up equity share capital of the Operator</u> and the Other Member shall have atleast 26% (twenty six per cent) or more share in the <u>subscribed and paid up equity share capital of the Operator;</u> (e) both members of the Joint Venture undertake that they shall collectively hold 100% (hundred per cent) share (<u>including any securities that are convertible into shares) in the subscribed and paid up equity share capital of the Operator/ SPV</u> at all times until the fifth anniversary of the Commercial Operations Date of the Project and 51% (fifty one percent) thereafter for the balance Concession Period with the Lead Member holding atleast <u>26% of share; and</u>
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5.	APPENDIX-I (Letter Comprising the Bid)/ Clause No. 18/ Pg. no. 45	In the event of I/ we being declared as the Selected Bidder, I/we agree to enter into a Concession Agreement in accordance with the Draft Concession Agreement prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.	In the event of I/ we being declared as the Selected Bidder, I/we agree to <u>incorporate an appropriate special purpose vehicle in form of a company under the Companies Act, 2013 who shall</u> enter into a Concession Agreement in accordance with the Draft Concession Agreement <u>provided as a part of the bid documents</u> . We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
6.	APPENDIX -IV (Joint Bidding Agreement) / Clause No.3 Pg. no. 60	3. Covenants The Parties hereby undertake that in the event the Joint Venture is declared the Selected Bidder and awarded the Project, it shall get the above-named JV incorporated and registered either as a company under the Companies Act, 2013 or partnership firm (under the Partnership Act or LLP) under the Limited Liability Partnership Act, while retaining/ subscribing to the same share as specified in Clause 6 below, for entering into a Concession Agreement with the Authority and for performing all its obligations as the Operator in terms of the Concession Agreement for the Project.	3. Covenants The Parties hereby undertake that in the event the Joint Venture is declared the Selected Bidder and awarded the Project, it shall <u>incorporate a special purpose vehicle (the “SPV”)</u> as a company under the <u>Companies Act, 2013</u> while retaining/ subscribing to the same share as specified in Clause 6 below, for entering into a Concession Agreement with the Authority and for performing all its obligations as the Operator in terms of the Concession Agreement for the Project.
7.	APPENDIX -IV (Joint Bidding Agreement) / Clause No.4 Pg. no. 60	4. Role of the Parties The Parties hereby undertake to perform the roles and responsibilities as described below: (a) Party of the First Part shall be the Lead Member of the Joint Venture and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding process and until the Agreement Date under the Concession Agreement;	4. Role of the Parties The Parties hereby undertake to perform the roles and responsibilities as described below: (a) Party of the First Part shall be the Lead Member of the Joint Venture and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Joint Venture during the Bidding process and until the Agreement Date under the Concession Agreement <u>when all the obligations of the SPV shall become effective;</u>

8.	APPENDIX -IV (Joint Bidding Agreement) / Clause No.6 Pg. no. 61	<p>6. Share of the Members in the Joint Venture</p> <p>6.1 The Parties agree that the proportion of share among the Parties in the Joint Venture shall be as follows: First Party: Second Party:</p> <p>6.2 The Parties undertake that the Parties specified in Clause 6.1 above shall hold 100% share in the Operator with Lead Member holding atleast 51% share and other member holding atleast 26% share until the 5th Anniversary of the Commercial Operations Date and further not less than 51% share till the end of Concession Period with Lead Member holding atleast 26% share.</p> <p>6.3 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.</p>	<p>6. Share of the Members in the SPV</p> <p>6.1 The Parties agree that the proportion of share among the Parties in the <u>SPV</u> shall be as follows: First Party: Second Party:</p> <p>6.4 The Parties undertake that the Parties specified in Clause 6.1 above shall hold 100% share <u>(including any securities that are convertible into shares)</u> in the <u>SPV</u> with Lead Member holding atleast 51% share and other member holding atleast 26% share <u>in the subscribed and paid up equity share capital of the Operator</u> until the 5th Anniversary of the Commercial Operations Date and further not less than 51% share <u>in the subscribed and paid up equity share capital of the Operator during the balance</u> Concession Period with Lead Member holding atleast 26% share.</p> <p>6.5 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.</p>
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9.	Array of Parties/ Pg. No. 6	M/s [insert the name of the Selected Bidder], a [Company/ Partnership Firm/ Sole proprietorship/ LLP] incorporated/ registered under the [name of the statute under which incorporated] and having its registered office at [insert address of the registered office], acting through its [designation], duly authorized in this behalf by way of Power of Attorney/ Board Resolution dated..... (hereinafter referred to as the “Operator” which expression shall unless repugnant to the subject or the context include its successors) of the Other Part.	M/s -----[insert the name of the Operator], a special purpose vehicle in form of a private limited company incorporated under the Companies Act, 2013 , and having its registered office at-----[insert address of the registered office], acting through..... its [designation], duly authorized in this behalf by way of Power of Attorney dated or Board Resolution dated (hereinafter referred to as the “Operator” which expression shall, unless the context otherwise requires , include its successors, permitted assigns and substitutes) of the Second Part ;
10.	Array of Parties/ Pg. No.6&7	C. On evaluation of the submitted proposals, {M/s [name of the Selected Bidder] or JV [name of the JV] with M/s being the Lead Member and M/s., being the other Member of the JV,} was found to have quoted the highest amount of Annual Concession Fee of Rs...../- (Rupees Only) which was accepted by HPIDB. M/s..... [name of the Selected Bidder] was declared as the “Selected Bidder” and issued Notice of Award No..... dated (“NOA”) to [name of the Selected Bidder/ JV] requiring the Selected Bidder/ incorporated JV to inter alia: i. furnish Performance Security by way of an unconditional and irrevocable Bank Guarantee in favour of The Commissioner (Temple); and ii. execute this Agreement within 30 (thirty) days of the date of issue of NOA pursuant to complying with the aforesaid requirements at sr. no. (i) & (ii) above.	C. On evaluation of the submitted proposals, {M/s [name of the Selected Bidder] or JV [name of the JV] with M/s being the Lead Member and M/s., being the other Member of the JV,} was found to have quoted the highest amount of Annual Concession Fee of Rs /- (Rupees Only) which was accepted by HPIDB and the Temple Trust . M/s..... [name of the Selected Bidder] was declared as the “Selected Bidder” and issued Notice of Award No..... dated (“NOA”) to [name of the Selected Bidder/ JV] requiring the Selected Bidder to inter alia: i. furnish Performance Security by way of an unconditional and irrevocable Bank Guarantee in favour of The Commissioner (Temple); ii. incorporate the Concessionaire as a limited liability company under the Companies Act, 2013; and iii. execute this Agreement within 30 (thirty) days of the date of issue of NOA pursuant to complying with the aforesaid requirements at sr. no. (i) & (ii) above.
11.	Array of Parties	New provision	M/s[insert the name of the Selected Bidder] having its registered office at [insert address of the registered office], acting through its [designation], duly authorized in this behalf by way of Power of Attorney/ Board Resolution/ Partners’ Resolution dated (hereinafter referred to as the “Selected Bidder” which expression shall, unless the context otherwise requires, include its successors, permitted assigns and substitutes) of the Third Part. the Authority, the Operator and the Selected Bidder individually referred to as a Party and collectively as Parties.

12.	Recitals	New Recitals	<p><u>D. The Selected Bidder has since promoted and incorporated the Concessionaire as a limited liability company under the Companies Act 2013, and has requested the Authority to accept the Concessionaire as the entity which shall undertake and perform the obligations and exercise the rights of the {Selected Bidder under the LOA,} including the obligation to enter into this Concession Agreement pursuant to the LOA for undertaking the Project.</u></p> <p><u>E. By its letter dated the Concessionaire has also joined in the said request of the Selected Bidder to the Authority to accept it as the entity which shall undertake and perform the obligations and exercise the rights of the Selected Bidder including the obligation to enter into this Concession Agreement pursuant to the LOA. The Concessionaire has further represented to the effect that it has been promoted by the Selected Bidder for the purposes hereof.</u></p> <p><u>F. The Authority has agreed to the said request of the Selected Bidder and the Concessionaire, and has accordingly agreed to enter into this Concession Agreement with the Concessionaire for implementation of the Project, subject to and on the terms and conditions set forth hereinafter.</u></p>
13.	Clause 1.1 (Definitions)/ Pg. No.7	“ Accounting Year ” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year or such period as may be changed by the Government if any;	“ Accounting Year ” means the financial year commencing from the first day of April of any calendar year and ending on the thirty-first day of March of the next calendar year or such period as may be changed by the GoI if any;
14.	Clause 1.1 (Definitions)/ Pg. no.8	“ Approvals ” means all approvals, permissions, authorizations, consents and notifications from any Governmental Authority, regulatory or departmental authority including, but not limited to the approvals from the Authority, Temple Trust and any other regulatory authority, as may be applicable;	Deleted
15.	Clause 1.1 (Definitions)/ Pg. No.8	“ Commercial Operations ” means the commercial utilization of the Project Facility or any part thereof, in terms of this Agreement for provisioning of facilities and services to the Users and charging, demanding, collecting and appropriating the User Charges;	“ Commercial Operations ” means the commercial utilization of the Project Facility, in terms of this Agreement for provisioning of facilities and services to the Users and charging, demanding, collecting and appropriating the User Charges;
16.	Clause 1.1 (Definitions)/ Pg. No.8	“ Commercial Operations Date ” or “ COD ” means the date on which the Operator commences operations of the Project or any part thereof for its Commercial Operations after completion of Furnishing Works and all Approvals including consent to operate (if required) from the concerned Competent Authority to start operations at the Project Facility or any part thereof;	“ Commercial Operations Date ” or “ COD ” means the date on which the Operator commences operations of the Project for its Commercial Operations after completion of Furnishing Works, obtaining all Applicable Permits including consent to operate the Project Facility (if any required) from the concerned Governmental Instrumentalities to start operations at the Project Facility and obtains certification of compliance with 2-star category hotel guidelines issued by the Ministry of Tourism, Govt. of India, from the officer nominated by the Authority in accordance with Clause 3.5;

17.	Clause 1.1 (Definitions)/ Pg. No.9	<p>“Competent Authority” means the Temple Trust, any agency, authority, department, ministry, public or statutory Person of the Government of Himachal Pradesh or Government of India, or any local authority or district administration or any other sub-division thereof, with authority over aspects of implementation of the Project or having jurisdiction over all or any part of the Project Facility or the performance of all or any of the services or obligations of the Operator under or pursuant to this Concession;</p>	Deleted
18.	Clause 1.1 (Definitions)/ Pg. No.9	<p>“Concession Period” is the period of 10 (ten) years extendable further by a period of 5 (Five) years, at the sole discretion of the Authority for which this Concession is granted, commencing from the Effective Date, provided that the Operator is not in default of any of its obligations under this Agreement, is operating & maintaining the Project satisfactorily in accordance with the provisions stipulated in this Concession Agreement and there are no Disputes/ claims pending for adjudication between the Parties in relation to the Project.</p>	<p><u>“Concession Period” means the period commencing from the Effective Date and ending on the Transfer Date.</u></p>
19.	Clause 1.1 (Definitions)/ Pg. No.9	<p>“Debt Due” means the aggregate of the following sums expressed in Indian Rupees outstanding on the Transfer Date:</p> <ol style="list-style-type: none"> a. the principal amount of the debt provided by the Lenders under the Financing Agreements for financing the Total Project Cost (the "principal") but excluding any part of the principal that had fallen due for repayment 2 (two) years prior to the Transfer Date; b. all accrued interest, financing fees and charges payable under the Financing Agreements on, or in respect of, the debt referred to in Sub-clause (a) above until the Transfer Date but excluding (i) any interest, fees or charges that had fallen due one year prior to the Transfer Date, (ii) any penal interest or charges payable under the Financing Agreements to any Lender, and (iii) any pre-payment charges in relation to accelerated repayment of debt except where such charges have arisen due to Authority’s Default; <p>provided that if all or any part of the Debt Due is convertible into equity at the option of Lenders and/or the Operator, it shall for the purposes of this Agreement be deemed to be Debt Due even after such conversion and the principal thereof shall be dealt with as if such conversion had not been undertaken;</p> <p>provided further that the Debt Due, on after the COD, shall in no case exceed 85% (eighty five percent) of the Total Project Cost.</p>	Deleted

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20.	Clause 1.1 (Definitions)/ Pg. No.10	“ Encumbrances ” means, in relation to the Project Facilities, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Facilities, wherever applicable herein;	“ Encumbrances ” means, in relation to the Project Facilities, any encumbrances such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations, and shall include any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project Facilities, wherever applicable herein, <u>except the permitted easement of Sh Tilak Raj s/o Daulat Ram r/o Moin, Tehsil Dehra, District Kangra, for access to his house located behind the Existing Property;</u>
21.	Clause 1.1 (Definitions)/ Pg. No.10	“ Financing Agreements ” or “ Financing Documents ” mean the documents/ agreements executed by the Operator in respect of any financial assistance to be provided by the Lenders to the Operator by way of loans, guarantees, subscription to non-convertible debentures and other debt instruments including loan agreements, guarantees, notes, debenture bonds and other debt instruments, security agreements and other documents relating to the financing (including refinancing) of the Total Project Cost and includes any amendments or modifications made to it;	Deleted
22.	Clause 1.1 (Definitions)/ Pg. No.10	“ Furnishing Works ” means and includes any up-gradations, additions, alterations (except structural changes or façade modification), furnishing, equipping, refurbishment, replacement, white-wash, paint, provisioning of furniture, linen, curtains, upholstery, consoles, LED TVs, equipments & appliances, utensils for kitchen & BOH, other furnishing items, installation of electrical & mechanical appliances, fittings & fixtures, etc., as the Operator may undertake during the Furnishing Period in accordance with the terms of this Concession Agreement and Good Industry Practice equivalent to atleast 2-star category hotel guidelines issued by the Ministry of Tourism, Govt. of India, for operationalizing the Project Facility in all respects;	“ Furnishing Works ” means and includes any up-gradations, additions, alterations (except structural changes or façade modification), furnishing, equipping, refurbishment, replacement, white-wash, paint, provisioning of furniture, linen, curtains, upholstery, consoles, LED TVs, equipments & appliances, utensils for kitchen & BOH, other furnishing items, installation of electrical & mechanical appliances, fittings & fixtures, etc., as the Operator may undertake during the Furnishing Period in accordance with the terms of this Concession Agreement and Good Industry Practice <u>ensuring compliance with</u> 2-star category hotel guidelines issued by the Ministry of Tourism, Govt. of India (<u>appended as Schedule-I</u>), for operationalizing the Project Facility in all respects;
23.	Clause 1.1 (Definitions)/ Pg. No.11	“ Good Industry Practice ” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement equivalent to atleast 2-star category hotel guidelines issued by the Ministry of Tourism, Govt. of India, and which would be expected to result in the performance of its obligations by the Operator in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;	“ Good Industry Practice ” means the practices, methods, techniques, designs, standards, skills, diligence, efficiency, reliability and prudence which are generally and reasonably expected from a reasonably skilled and experienced operator engaged in the same type of undertaking as envisaged under this Agreement <u>compliant</u> to 2-star category hotel guidelines issued by the Ministry of Tourism, Govt. of India, and which would be expected to result in the performance of its obligations by the Operator in accordance with this Agreement, Applicable Laws and Applicable Permits in reliable, safe, economical and efficient manner;
24.	Clause 1.1 (Definitions)	New Provision	“ 2-star category hotel guidelines ” means the <u>applicable guidelines and the Checklist of Facilities and Services for classification/ re-classification of operational hotels issued by the Ministry of Tourism, Govt. of India and annexed with this Agreement as Schedule-I;</u>

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25.	Clause 1.1 (Definitions)/ Pg. No.11	“ Government Instrumentality ” means any department, division or sub-division of the Government of India or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body including Panchayat under the control of the Government of India or the State Government, as the case may be, and having jurisdiction over all or any part of Shimla or the performance of all or any of the services or obligations of the Operator under or pursuant to this Agreement;	“ Government Instrumentality ” means any department, division or sub-division of the Government of India or the State Government and includes any commission, board, authority, agency or municipal and other local authority or statutory body including Panchayat under the control of the Government of India or the State Government, as the case may be, and having jurisdiction over all or any part of Una or the performance of all or any of the services or obligations of the Operator under or pursuant to this Agreement;
26.	Clause 1.1 (Definitions)/ Pg. No.11	“ Lenders ” means financial institutions, banks debenture holders, international credit agencies and multilateral lending agencies including their successors and assigns, who have agreed to guarantee or provide finance to the Operator under any of the Financing Agreements for meeting all or any part of the Total Project Cost and who hold parripasu charge on the assets, rights and interests of the Operator, if allowed by the Authority;	Deleted
27.	Clause 1.1 (Definitions)	New Provision	“ Material Adverse Effect ” means consequences of events outside the control of the Affected Party which (a) render any right vested in a Party by the terms of this Concession ineffective, or (b) significantly impairs or frustrates the ability of any Party to observe and perform in a timely manner its obligations under this Concession Agreement, or (c) frustrates a material provisions of this Concession Agreement or any of the Project Agreements;
28.	Clause 1.1 (Definitions)/ Pg. No.11	“ O&M ” or “ Operations & Maintenance ” means the operation, management and maintenance of the Project Facility equivalent to atleast 2-star category hotel guidelines issued by the Ministry of Tourism, Govt. of India and includes all matters connected with or incidental to such operations, management and maintenance, provision of services and facilities, and collection of User Charges in accordance with the provisions of this Agreement;	“ O&M ” or “ Operations & Maintenance ” means the operation, management and maintenance of the Project Facility in accordance with the provisions of this Agreement and includes all matters connected with or incidental to such operations, management and maintenance, provision of services and facilities, and collection of User Charges in accordance with the provisions of this Agreement;
29.	Clause 1.1 (Definitions)/ Pg. No.12	“ Person ” means any natural person, firm, corporation, company, voluntary association, partnership, joint venture, trust, Competent Authority or other entity, having legal capacity to sue and be sued in its name;	Deleted
30.	Clause 1.1 (Definitions)/ Pg. No.12	“ Project Facility ” shall mean and include the Existing Property i.e. Shri Chintpurni Sadan, Block-C (Commercial Complex – Hotel & Restaurant) owned by the Temple Trust Mata Shri Chintpurni, in respect of which leave and license rights are granted by the Authority to the Operator for carrying out of Furnishing Works and O&M, in terms of this Agreement; the term Project Facility also includes the movement areas, circulation areas, all external and internal services, drainage facilities, sign boards, electrical works, etc. already constructed/ installed by the Authority or to be procured, installed, up-graded and set-up by the Operator including provisioning of all the amenities and facilities; its repair, rectification, replacement and renovation from time to time, for the purpose of implementation of the Project in terms of this Agreement. Also if the Operator constructs any additional structure(s) or facilities during the currency of the Concession Period with the prior written approval from the Authority/ Competent Authority, the same shall be considered as a part of the Project Facility.	“ Project Facility ” shall mean and include the Existing Property i.e. Shri Chintpurni Sadan, Block-C (Commercial Complex – Hotel & Restaurant) owned by the Temple Trust Mata Shri Chintpurni, in respect of which right to use is granted by the Authority to the Operator for carrying out of Furnishing Works and O&M, in terms of this Agreement; the term Project Facility also includes the movement areas, circulation areas, all external and internal services, drainage facilities, sign boards, electrical works, etc. already constructed/ installed by the Authority or to be procured, installed, up-graded and set-up by the Operator including provisioning of all the amenities and facilities; its repair, rectification, replacement and renovation from time to time, for the purpose of implementation of the Project in terms of this Agreement. Also if the Operator constructs any additional structure(s) or facilities during the currency of the Concession Period with the prior written approval from the Authority/ concerned Government Instrumentality , the same shall be considered as a part of the Project Facility.

31.	Clause 1.1 (Definitions)/ Pg. No.13	“RBI’s Repo Rate” means the rate at which the Reserve Bank of India lends money to commercial banks in the event of any shortfall of funds, as fixed from time to time.	Deleted
32.	Clause 1.1 (Definitions)/ Pg. No.13	<p>“Total Project Cost” means the lowest of the following:</p> <p>a. the actual capital cost incurred upon completion of the Furnishing Works of the Project.</p> <p>b. Total Project Cost as set forth in the Financing Agreements.</p>	Deleted
33.	Clause 1.1 (Definitions)/ Pg. No.14	“User Charges” means all charges, costs, fees, tariff, rentals and other amounts by whatever name called, payable by the Users to the Operator pursuant to this Agreement for utilizing & availing of various services, facilities and amenities including for room tariffs, purchase of food & beverages at the restaurant, charges for booking and holding for small functions etc. permitted as per Authority’s norms;	“User Charges” means all charges, costs, fees, tariff, rentals and other amounts by whatever name called, payable by the Users to the Operator pursuant to this Agreement for utilizing & availing of various services, facilities and amenities including for room tariffs, purchase of food & beverages at the restaurant, charges for booking and holding for small functions, advertisement charges , etc. permitted as per Authority’s norms;
34.	Clause 2.1.1/ Pg. No.18	<p>2.1.1 The scope of the Project (the "Scope of the Project") shall mean and include during the Concession Period:</p> <p>(i) the carrying out the Furnishing Works for up-grading the Existing Property at its cost and expense, as per the provisions of this Concession Agreement. The Operator shall use new and premium quality materials for furniture, furnishings, fittings & fixtures, etc. equivalent with the standards of atleast 2- star category hotel;</p> <p>(ii) the carrying out of the O&M and performance of other Obligations as specified in this Agreement;</p> <p>(iii) the responsibility for seeking all approvals and licenses for smooth operations of the Project Facility including, but not limited to fire safety; and</p> <p>(iv) performance and fulfillment of all other obligations of the Operator in accordance with the provisions of this Agreement and matters incidental thereto or necessary for the performance of any or all of the obligations of the Operator under this Agreement.</p>	<p>2.1.1 The scope of the Project (the "Scope of the Project") shall mean and include duringthe Concession Period:</p> <p>(i) the carrying out the Furnishing Works for up-grading the Existing Property by the Operator at its cost and expense, as per the provisions of this Concession Agreement. The Operator shall purchase new and premium quality materials for furniture, furnishings, fittings & fixtures, etc. in compliance with 2- star category hotel guidelines as specified in Schedule-I;</p> <p>(ii) the carrying out of the O&M and performance of other Obligations as specified in this Agreement;</p> <p>(iii) the responsibility for seeking all approvals, Applicable Permits, registrations and licenses for commencement of and smooth operationsof the Project Facility including, but not limited to fire safety, FSSAI food business license, etc.; and</p> <p>(iv) performance and fulfillment of all other obligations of the Operator in accordance with the provisions of this Agreement and matters incidental theretoor necessary for the performance of any or all of the obligations of the Operator under this Agreement.</p>

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35.	Clause no. 2.1.3/ Pg. No. 18	2.1.3 The Operator while undertaking Furnishing Works, Operation & Maintenance of the Project, shall adhere to standards equivalent to atleast 2-star category hotel, Performance Standards and Maintenance Requirements set forth in Schedule-E of this Agreement, statutory requirements, instructions of the Authority, and follow Good Industry Practice where no requirements or standards are prescribed under this Agreement including Schedule-E or Applicable Laws or Applicable Permits.	2.1.3 The Operator while undertaking Furnishing Works, Operation & Maintenance of the Project, shall adhere to standards as per 2-star category hotel guidelines , Performance Standards and Maintenance Requirements set forth in Schedule-E of this Agreement, statutory requirements, instructions of the Authority, and follow Good Industry Practice where no requirements or standards are prescribed under this Agreement including Schedule-E or Applicable Laws or Applicable Permits. <u>In context of the 2-star category hotel guidelines provided in Schedule-I, it is agreed between the Parties that no relaxation in the ‘Necessity’ criteria of the Checklist of Services and Facilities except as specified in the comments column of the said Checklist, shall be permitted to the Operator who is bound to comply with the same completely.</u>
36.	Clause No. 3.1.2/ Pg. No. 19	3.1.2 Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Operator to the following: (a) To implement and complete the Project in terms of this Agreement; (b) To operate, maintain and regulate the use of the Project Facility by Third Parties;	3.1.2 Subject to and in accordance with the provisions of this Agreement, the Concession hereby granted shall oblige or entitle (as the case may be) the Operator to the following: (a) To implement the Project in terms of this Agreement; (b) Deleted
37.	Clause No. 3.1.4/ Pg. No. 20	3.1.4 The Operator at its cost and risk has to take all Applicable Permits and Approvals from the Authority/ Competent Authority for activities to be undertaken in the Project Facility and the Authority shall in no way be liable for the same. Nevertheless the Authority without any binding obligation shall provide any assistance upon written request from the Operator.	3.1.4 The Operator at its cost and risk has to take all Applicable Permits from the Authority/ concerned Government Instrumentality for activities to be undertaken in the Project Facility and the Authority shall in no way be liable for the same.
38.	Clause No. 3.3/ Pg. No.20	Actions in Support of the Operator 3.3.1. The Authority shall recognize and undertake not to, in any manner, violate or cause breach of the terms and conditions of this Agreement and the Schedules hereof. 3.3.2. The Authority undertakes not to terminate or repudiate this Agreement prior to the expiry of the Concession Period otherwise than in accordance with the provisions of this Agreement. 3.3.3. The Authority shall provide assistance and recommendations to the Competent Authorities, in support of the Operator’s applications for Applicable Permits/ Approvals that may be needed from time to time for the implementation of the Project; provided that the Operator has made the requisite applications and is in compliance with the necessary conditions at its cost for the grant of such Applicable Permits, clearances etc.	Deleted

39.	Clause No. 3.4.4/ Pg. No. 21	3.4.4 At the end of the Concession Period or early termination of this Agreement for any reason whatsoever, all rights given under this Concession Agreement shall cease to have effect and the Project Site and the Project Facility with all the fittings & fixtures and assets as associated with the Project on ‘as is where is basis’ shall revert to the Authority as a “going concern” without any obligation of the Authority to pay or adjust any consideration or other payment to the Operator.	3.4.4 At the end of the Concession Period or early termination of this Agreement for any reason whatsoever, all rights given under this Concession Agreement shall cease to have effect and the Project Site and the Project Facility with all the fittings & fixtures and assets as associated with the Project on ‘as is where is basis’ shall revert to the Authority as a “going concern” in accordance with the Divestment Requirements set forth in Article 16 without any obligation of the Authority to pay or adjust any consideration or other payment to the Operator.
40.	Clause No. 3.5/ Pg. No. 22	<p>3.5 Furnishing Period</p> <p>3.5.1 The period for carrying out and completing the Furnishing Works in respect of the Project Site handed over to the Operator shall be 04 (Four) months commencing from the Effective Date (the “Furnishing Period”) during which the Operator shall be mandatorily required to :</p> <p>i. at its cost complete all the Furnishing Works at the Project Site and make it fully operational in all respects so as to commence full Commercial Operations;</p> <p>ii. obtain all the Applicable Permits at its cost that are required for commencing the Commercial Operations and keep all such Applicable Permits and Approvals in full force and effect during the Concession Period.</p> <p>3.5.2 The Operator may undertake Furnishing Works of the Existing Property by itself or through one or more Sub-Contractors possessing requisite expertise/ skill; but in either case, the Operator shall remain solely responsible to meet the Scope of the Project as contained in this Agreement. During the execution of the Furnishing Works, the Operator shall adhere to the Performance Standards as mentioned in the Schedule-E to this Concession Agreement. In case no Performance Standards or statutory requirements are specified for a particular work, then the same shall be undertaken as per the directions of the Authority or Good Industry Practice.</p>	<p>3.5 Furnishing Period</p> <p>3.5.1 The period for carrying out and completing the Furnishing Works in respect of the Project Site handed over to the Operator shall be 04 (Four) months commencing from the Effective Date (the “Furnishing Period”) during which the Operator shall be mandatorily required to :</p> <p>i. at its cost complete all the Furnishing Works at the Project Site and make it fully operational in all respects so as to commence full Commercial Operations;</p> <p>ii. obtain all the Applicable Permits at its cost that are required for commencing the Commercial Operations and keep all such Applicable Permits in full force and effect during the Concession Period.</p> <p>3.5.2 The Operator may undertake Furnishing Works of the Existing Property by itself or through one or more Sub-Contractors possessing requisite expertise/ skill; but in either case, the Operator shall remain solely responsible to meet the Scope of the Project as contained in this Agreement. During the execution of the Furnishing Works, the Operator shall adhere to the 2 star category hotel guidelines as specified in Schedule-I and Performance Standards as mentioned in the Schedule-E to this Concession Agreement. In case no Performance Standards or requirements are specified for a particular work, then the same shall be undertaken as per the directions of the Authority or as per Good Industry Practice. It is understood by the Operator that in respect of ensuring compliance with 2 star category hotel guidelines, there is no relaxation in the “Necessary” criteria of the Checklist of Services and Facilities as specified in Schedule-I except as specified in comments column of the said Checklist.</p>

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41.	Clause No. 3.5.4/ Pg. no. 22	In the event that Commercial Operations in respect of the entire Project Facility does not occur within 60 (sixty) days from the originally stipulated Furnishing Period in Sub clause 3.5.1 above, the Authority shall be entitled to invoke the Performance Security and to terminate this Agreement for Operator Event of Default in accordance with the provisions of Article 15 hereof. Provided that instead of terminating this Agreement, the Authority may at its sole option extend the time for achieving completion on such terms and conditions as it deems fit in its sole discretion and subject to payment of Damages at the enhanced rate as determined by the Authority.	In the event that Commercial Operations in respect of the entire Project Facility does not occur within <u>30 (thirty) days</u> from the originally stipulated Furnishing Period in Sub clause 3.5.1 above, the Authority shall be entitled to invoke the Performance Security and to terminate this Agreement for Operator Event of Default in accordance with the provisions of Article 15 hereof. Provided that instead of terminating this Agreement, the Authority may at its sole option extend the time for achieving completion on such terms and conditions as it deems fit in its sole discretion and subject to payment of Damages at the enhanced rate as determined by the Authority.
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<p>42.</p>	<p>Clause No. 3.6/ Pg. No. 23</p>	<p>3.6 Commercial Operations Date (COD)</p> <p>3.6.1 The Project Facility or part thereof shall be ready for Commercial Operations upon completion of Furnishing Works and obtaining of all Applicable Permits including consent to operate from the Competent Authority for commencing operations, at the entire Project Facility or part thereof. The Operator shall intimate (atleast 7 days prior) in writing to the Authority the precise date from which it intends to commence Commercial Operations at the Project Facility or part thereof and such date shall be the “Commercial Operations Date” whereupon the Operator shall be entitled to commence Commercial Operations of the Project Facility or part thereof, in terms of this Agreement.</p> <p>3.6.2 In the event, it is found that the Operator has wrongly reported to the Authority precise Commercial Operations Date/ date of commencement of Commercial Operations at the Project Facility or any part thereof whereby the Operator had commenced commercial utilization of the Project Facility or any part thereof for provisioning of facilities and services to the Users and charging, demanding, collecting and appropriating the User Charges, on an earlier date than reported to the Authority, it shall be liable to pay Damages @ 0.5% (zero point five percent) of the amount of Performance Security for every day wrongly reported by the Operator to the Authority. Additionally, the Operator shall also be required to pay the Annual Concession Fee on a pro-rata basis for the wrongly reported period.</p>	<p>3.6 Commercial Operations Date (COD)</p> <p>3.6.1 The Project Facility shall be ready for Commercial Operations upon completion of Furnishing Works and obtaining of all Applicable Permits including consent to operate from the <u>concerned Government Instrumentality</u> for commencing operations, at the entire Project Facility <u>and certification of compliance with 2-star category hotel guidelines issued by the Ministry of Tourism, Govt. of India, by an officer nominated by the Authority.</u> The Operator shall intimate (atleast 15 days prior) in writing to the Authority the precise date from which it intends to commence Commercial Operations at the Project Facility <u>and the Authority shall, within two days of receipt of such notice, nominate an officer to inspect the Project Facility and certify compliance by the Operator with 2-star category hotel guidelines and the provisions of this Agreement. If any deficiencies in compliance by the Operator with 2-star category hotel guidelines or the provisions of this Agreement are found by the Authority, the same shall be rectified by the Operator within 15 days of receiving intimation of such deficiencies. The date on which compliance with 2-star category hotel guidelines and provisions of this Agreement is certified by the officer nominated by the Authority</u> shall be the “Commercial Operations Date” whereupon the Operator shall be entitled to commence Commercial Operations of the Project Facility, in terms of this Agreement.</p> <p>3.6.2 In the event, it is found that the Operator has wrongly reported to the Authority precise Commercial Operations Date/ date of commencement of Commercial Operations at the Project Facility whereby the Operator had commenced commercial utilization of the Project Facility for provisioning of facilities and services to the Users and charging, demanding, collecting and appropriating the User Charges, on an earlier date than reported to the Authority, <u>or the Operator fails to bring the Project Facility in compliance with 2-star category hotel guidelines and the provisions of this Agreement within the time-limits stipulated in Clause 3.6.1,</u> it shall be liable to pay Damages @ 0.5% (zero point five percent) of the amount of Performance Security for every day wrongly reported by the Operator to the Authority <u>or every day of delay in compliance with the 2-star category hotel guidelines issued by the Ministry of Tourism, Govt. of India, as the case may be.</u> Additionally, the Operator shall also be required to pay the Annual Concession Fee on a pro-rata basisfor the wrongly reported period.</p>
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43.	Clause No. 4.1.5/ Pg. No. 24	4.1.5 In the event of delay up to four weeks in payment by the Operator, the Operator shall be required to pay to the Authority, interest at the rate equal to RBI's Repo Rate + 4% (four percent) per annum. In the case of delay beyond such four weeks, it shall be considered as an Operator's Event of Default.	4.1.5 In the event of delay up to four weeks in payment by the Operator, the Operator shall be required to pay to the Authority, interest at the rate equal to <u>SBI MCLR</u> + 4% (four percent) per annum. In the case of delay beyond such four weeks, it shall be considered as an Operator's Event of Default <u>and the Operator shall be liable to pay to the Authority for the period beyond such four weeks, an interest at the rate equal to SBI MCLR + 6% (eight percent) per annum (in case the default is cured by the Operator after issuance of notice of default).</u>
44.	Clause No. 5.3.1	New provision	5.3.1 <u>(f) obtained Insurance Cover in accordance with Article 6.7</u>
45.	Clause No. 5.5.1/ Pg. No. 26	5.5.1 In the event that (i) the Authority does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 5.2 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of breach of this Agreement by the Operator or due to Force Majeure, the Authority shall pay to the Operator Damages of an amount equivalent to i.e. 0.01% of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum of an amount of upto 5% of the Performance Security.	Deleted
46.	Clause No. 5.5.2/ Pg. No. 26	5.5.2 In the event that (i) the Operator does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 5.3 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of failure to fulfill the Conditions Precedent under Clause 4.2 or other breach of this Agreement by the Authority, or due to Force Majeure, the Operator shall pay to the Authority, Damages of an amount equivalent to i.e. 0.05% (zero point zero five per cent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum of an amount of upto 10% of the Performance Security.	5.5.2 In the event that (i) the Operator does not procure fulfillment of any or all of the Conditions Precedent set forth in Clause 5.3 within the period specified in respect thereof, and (ii) the delay has not occurred as a result of failure to fulfill the Conditions Precedent under <u>Clause 5.2</u> or other breach of this Agreement by the Authority, or due to Force Majeure, the Operator shall pay to the Authority, Damages of an amount equivalent to i.e. 0.05% (zero point zero five per cent) of the Performance Security for each day's delay until the fulfillment of such Conditions Precedent, subject to a maximum of an amount of upto 10% of the Performance Security.
47.	Clause No. 6.1.2/ Pg. no. 28	6.1.2 The Operator shall comply with all Applicable Laws and Applicable Permits (including renewals as required) including bye-laws, rules, regulations, instructions and guidelines of the Authority & Competent Authority, any directions of the GoHP or GoI or Court of law, in the performance of its obligations under this Agreement	6.1.2 The Operator shall comply with all Applicable Laws and Applicable Permits (including renewals as required) including bye-laws, rules, regulations, instructions and guidelines of the Authority, <u>any competent authority and Government Instrumentality</u> , any directions of the GoHP or GoI or Court of law, in the performance of its obligations under this Agreement
48.	Clause No. 6.1.7(g)/ Pg. no. 29	(g) not to create any encumbrances, adverse rights or third party rights on the Project Site and also to ensure that the Authority is not adversely affected in any manner;	(g) not to create any <u>Encumbrances</u> , adverse rights or third party rights on the <u>Existing Property, Project Site, Project Assets, Project Facility</u> and also to ensure that the Authority is not adversely affected in any manner;
49.	Clause No. 6.1.7(n)/ Pg. no. 30	(n) ensure that all the furniture, fixtures, equipment etc, to be made part of the Project Facility shall be of high standards and premium quality as per Good Industry Practice equivalent to atleast 2- star category hotel norms/ guidelines issued by the Ministry of Tourism, Govt. of India and such standards are maintained throughout the Concession Period;	(n) ensure that all the furniture, fixtures, <u>fittings</u> , equipment, <u>furnishings</u> , etc., to be made part of the Project Facility shall be <u>purchased by the Operator (and not taken on rent) and shall be new</u> , of high standards and premium quality as per Good Industry Practice <u>pertaining to 2- star</u> category <u>hotel guidelines and such</u> standards are maintained throughout the Concession Period;

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50.	Clause No. 6.1.7(o)/ Pg. no. 30	(o) ensure that all the fixtures, furniture and equipment shall be maintained in a proper manner as and if any fitting or fixture, equipment or furniture is found in dirty/ poor/ depleted condition then the same shall be cleaned/ repaired/ replaced (as the case may be) by the Operator at its own cost. Nodal Officer at any time, may instruct the Operator to replace/ repair the fixtures, equipment, furniture or any other moveable or immovable assets, if the same are found to be in a poor or depleted condition;	(o) ensure that all the fixtures, furniture, furnishings, equipment, etc. shall be maintained in a proper manner as and if any fitting or fixture, equipment or furniture is found in dirty/ poor/ depleted condition then the same shall be cleaned/ repaired/ replaced (as the case may be) by the Operator at its own cost. Nodal Officer at any time, may instruct the Operator to replace / repair the fixtures, equipment, furniture or any other moveable or immovable assets, if the same are found to be in a poor or depleted condition;
51.	Clause No. 6.1.7	New provision	<u>6.1.7 (aa) not to create any rights, of whatsoever nature, over the Existing Property, Project Site, Project Assets, Project Facility in favour of any banks or other financing or re-financing entities;</u>
52.	Clause No. 6.2.2/ Pg. No. 32	The Operator may undertake operation of the Project Facility by itself or through one or more contractors possessing requisite technical, financial and managerial expertise/ capability; but in either case, the Operator shall remain solely and fully responsible to meet the Scope of the Project as mentioned under Article 2.	6.2.2 The Operator may undertake operation of the Project Facility by itself or through one or more sub -contractors possessing requisite technical, financial and managerial expertise/ capability; but in either case, the Operator shall remain solely and fully responsible to meet the Scope of the Project as mentioned under Article 2 <u>and all obligations under the Agreement. It is clarified that the Operator cannot assign the whole Agreement or handover the entire Project Facility to any sub-contractor and it may only sub-contract some specific services to be provided to the Users such as catering, housekeeping, etc.</u>
53.	Clause No. 6.3.1/ Pg. No. 32	6.3.1 The Operator shall, at all reasonable times and on reasonable notice, afford access to the Project Facility following grant of possession thereof to the Temple Officer, Nodal Officer, representative(s) of or any other Person(s) duly authorized by the Authority and/ or Competent Authority concerned with safety, security or environmental protection to inspect the Project Facility thereon and to investigate any other matter within its authority and the Operator shall further afford reasonable access to the Project Facility to such Persons/ Nodal Officer/ representative(s) of the Authority and the Competent Authority, necessary to carry out their respective duties and functions	6.3.1 The Operator shall, at all reasonable times and on reasonable notice, afford access to the Project Facility following grant of possession thereof to the Temple Officer, Nodal Officer, representative(s) of or any other Person(s) duly authorized by the Authority and/ or the Government Instrumentality concerned with safety, security or environmental protection to inspect the Project Facility thereon and to investigate any other matter within its authority and the Operator shall further afford reasonable access to the Project Facility to such Persons/ Nodal Officer/ representative(s) of the Authority and the Government Instrumentality , necessary to carry out their respective duties and functions
54.	Clause No. 6.7.1/ Pg. No. 34	6.7.1 The Operator shall effect and maintain at its own cost, during the Furnishing Period and the O&M Period, such insurances for such maximum sums as may be required under the Financing Agreements and the Applicable Laws, and such insurances as may be necessary or prudent in accordance with Good Industry Practice (the “ Insurance Cover ”). The Operator shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Operator during the Completion Period. The Operator shall procure that in each insurance policy, the Authority shall be a co-insured.	6.7.1 The Operator shall effect and maintain at its own cost, during the Furnishing Period and the O&M Period, such insurances for such maximum sums as may be required <u>under the Applicable Laws and this Agreement</u> , and such insurances as may be necessary or prudent in accordance with Good Industry Practice (the “ Insurance Cover ”). <u>The Insurance Cover shall be put in place by Operator prior to the Effective Date.</u> The Operator shall also effect and maintain such insurances as may be necessary for mitigating the risks that may devolve on the Authority as a consequence of any act or omission of the Operator during the Concession Period. The Operator shall procure that in each insurance policy, the Authority shall be the beneficiary .

<p>55.</p>	<p>Clause No. 6.7.2/Pg. No. 34/35</p>	<p>6.7.2 (a) Loss, damage or destruction of the Project Facility and Project Assets including assets handed over by the Authority to the Operator on account of fire, theft, Acts of God, etc. at the replacement value. This insurance shall be obtained by the Operator in the name/ favour of the Temple Trust;</p> <p>6.7.2 (e) Any other insurance that may be necessary to protect the Operator, its employees and its assets and the Authority, its employees and agents engaged in or connected to the Project and the Project Site including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c).</p> <p>6.7.2 Atleast 45 (forty-five) days prior to commencement of the O&M Period, the Operator shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article. Within 15 (fifteen) days of receipt of such notice, the Authority may require the Operator to effect and maintain such other insurances as may be necessary pursuant hereto, and in the event of any difference or disagreement relating to any such insurance, the Dispute Resolution Procedure shall apply.</p> <p>6.7.3 All insurances obtained by the Operator in accordance with this Article 26 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Operator shall furnish to the Authority, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or nonrenewal has been delivered by the Operator to the Authority.</p> <p>6.7.4 All insurance policies in respect of the insurance obtained by the Operator pursuant to this Clause 6.7 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.</p> <p>6.7.5 The Operator hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Operator may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Operator pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.</p> <p>6.7.6 The proceeds from all insurance claims in respect of coverage at Clause 6.7.1 (a) & (e) shall be applied by the Operator for any necessary repair, re-construction, reinstatement, replacement, improvement, delivery or installation of the Project, and the balance remaining, if any, shall be applied in accordance with the provisions contained in this behalf in the Financing Agreements.</p> <p>6.7.7 The Operator expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Operator's failure to comply with conditions imposed by the insurance policies effected in accordance with this Agreement.</p>	<p>6.7.2 (a) Loss, damage or destruction of the Existing Property, Project Facility and Project Assets including assets handed over by the Authority to the Operator on account of fire, theft, Acts of God, etc. This insurance shall be obtained by the Operator in the name/ favour of the Temple Trust;</p> <p>6.7.2 (e) Any other insurance that may be necessary to protect the Authority, its employees and agents engaged in or connected to the Project and the Project Site including all Force Majeure Events that are insurable and not otherwise covered in items (a) to (c).</p> <p>6.7.3 The Operator shall by notice furnish to the Authority, in reasonable detail, information in respect of the insurances that it proposes to effect and maintain in accordance with this Article. Within 15 (fifteen) days of receipt of such notice, the Authority may require the Operator to effect and maintain such other insurances as may be necessary pursuant hereto, and the decision of the Authority in this regard shall be binding.</p> <p>6.7.4 All insurances obtained by the Operator in accordance with this Clause 6.7 shall be maintained with insurers on terms consistent with Good Industry Practice. Within 15 (fifteen) days of obtaining any insurance cover, the Operator shall furnish to the Authority, notarised true copies of the certificate(s) of insurance, copies of insurance policies and premia payment receipts in respect of such insurance, and no such insurance shall be cancelled, modified, or allowed to expire or lapse until the expiration of at least 45 (forty five) days after notice of such proposed cancellation, modification or nonrenewal has been delivered by the Operator to the Authority.</p> <p>6.7.5 All insurance policies in respect of the insurance obtained by the Operator pursuant to this Clause 6.7 shall include a waiver of any and all rights of subrogation or recovery of the insurers thereunder against, inter alia, the Authority, and its assigns, successors, undertakings and their subsidiaries, affiliates, employees, insurers and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any such person insured under any such policy or in any way connected with any loss, liability or obligation covered by such policies of insurance.</p> <p>6.7.6 The Operator hereby further releases, assigns and waives any and all rights of subrogation or recovery against, inter alia, the Authority and its assigns, undertakings and their subsidiaries, affiliates, employees, successors, insurers and underwriters, which the Operator may otherwise have or acquire in or from or in any way connected with any loss, liability or obligation covered by policies of insurance maintained or required to be maintained by the Operator pursuant to this Agreement (other than third party liability insurance policies) or because of deductible clauses in or inadequacy of limits of any such policies of insurance.</p> <p>6.7.7 The proceeds from all insurance claims in respect of coverage at Clause 6.7.1 (a) & (e) shall be paid to the Authority.</p> <p>6.7.8 The Operator expressly acknowledges and undertakes to fully indemnify the Authority from and against all losses and claims arising from the Operator's failure to comply with conditions imposed by the insurance policies effected in accordance with this Agreement.</p>
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56.	Clause No. 6.12.4/ Pg. No. 37	6.12.4 The Operator can obtain additional power backup from the diesel genset installed by the Temple Trust common for all the 3 (three) Sadans/ Blocks, subject to payment of per unit charges fixed by the Temple Trust from time to time.	6.12.4 The Operator can obtain additional power backup from the diesel genset installed by the Temple Trust common for all the 3 (three) Sadans/ Blocks, subject to payment <u>of charges</u> fixed by the Temple Trust from time to time.
57.	Clause No. 6.13.1/ Pg. No.37	6.13.1 The aggregate share/ shareholding of the Joint Venture Members in the subscribed and paid up equity share capital of the Operator shall be not less than: i. 100% (one hundred percent) until the 5 th (fifth) anniversary i.e. lock in period of the Commercial Operation Date of the Project. ii 51% (fifty one percent) for a period until the end of Concession Period.	6.13.1 The aggregate share ¹ / shareholding of the <u>Selected Bidder/</u> Joint Venture Members in the subscribed and paid up equity share capital of the Operator shall be not less than: i 100% (one hundred percent) until the 5th (fifth) <u>anniversary of</u> the Commercial Operation Date of the Project (i.e. the “<u>Lock- in Period</u>”), with the Lead Member holding at least 51% and the other Member holding atleast 26% during this period; and ii <u>thereafter</u> 51% (fifty one percent) <u>for the balance</u> Concession Period, with the Lead Member holding at least 26% out of the 51% share.
58.	Clause No. 6.13.2/ Pg. No.37/ 38	6.13.2 In case of Joint Venture, the Lead Member of the Joint Venture, they shall collectively hold 100% (hundred per cent) share in the incorporated JV/ Operator at all times until the fifth anniversary of the Commercial Operations Date of the Project with Lead Member holding atleast 51% (fifty-one percent) and the other Member 26% (twenty-six percent) during the Lock in Period. Provided further that, the Lead Member of the Consortium shall continue to maintain a minimum equity shareholding of 26% (twenty six percent) in the stipulated subscribed and paid up equity share capital of the Operator at all time until the end of Concession Period with both the Members holding atleast 51% till the end of Concession Period.	Deleted
59.	Clause No. 6.13.3/ Pg. No.38	6.13.3 In case of Operator was a single entity Selected Bidder, such Bidder shall maintain 100% (one hundred percent) equity in the Project till 5 th Anniversary of the Commercial Operations Date. However, he can dilute it to a level below 100% (one hundred percent) at any time after the 5 th Anniversary of the Commercial Operations Date but not below 26% during the balance Concession Period.	6.13.3 In case of <u>the</u> Operator <u>being</u> a single entity Selected Bidder, such Bidder shall maintain <u>atleast 51% (fifty one percent) share in the total paid up equity share capital</u> in the <u>Operator at all times</u> during <u>the Concession</u> Period.

¹ In case of the Operator/ SPV being a Company, the term ‘share’ shall also include any securities that are convertible into shares.

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60.	Clause No. 6.13.4/ Pg. No.38	6.13.4 At no stage during the Lock in Period shall any change in the shareholding pattern be made by the Consortium Members and/or Selected Bidder without obtaining prior approval from the Authority. On an application made for the purpose, Authority may permit the change of shareholding pattern, provided the Authority is satisfied that the proposed changes shall be in the interest of the implementation of the Project in future and would not be detrimental to any of the rights or interests of the Authority.	6.13.4 At no <u>stage shall</u> any change in the <u>equity requirements/</u> shareholding pattern <u>as stipulated in Clauses 6.13.1 & 6.13.2 above,</u> be made by the Consortium Members and/or <u>single entity</u> Selected Bidder without obtaining prior approval from the Authority. On an application made for the purpose, Authority may permit the change of shareholding pattern, provided the Authority is satisfied that the proposed changes shall be in the interest of the implementation of the Project in future and would not be detrimental to any of the rights or interests of the Authority <u>and the proposed changes are in accordance with Articles 6.13.1 or 6.13.2.</u>
61.	Clause No. 6.13.5/ Pg. No.38	6.13.5 In case any such change in composition of the Joint Venture/ Operator has been agreed upon, the parties would be required to submit a revised Memorandum of Understanding to the Authority.	6.13.5 In case any such change in composition <u>of the Operator</u> has been agreed upon, the parties would be required to submit a revised Memorandum of Understanding to the Authority.
62.	Clause No. 7.1.2(a)/ Pg. No.39	7.1.2 (a) the Authority shall bear and be responsible for all costs, expense or charges incurred in making available the Project Site in accordance with Clause 5.2 free from all Encumbrances on ‘ <i>as is where is basis</i> ’ to the Operator and issuing of Declaration of License;	7.1.2 (a) the Authority shall bear and be responsible for all costs, expense or charges incurred in making available the Project Site in accordance with Clause 5.2 free from all <u>encumbrances</u> on ‘ <i>as is where is basis</i> ’ to the Operator and issuing of Declaration of License;
63.	Clause No. 7.1.2(b)/ Pg. No.39	7.1.2 (b) upon written request from the Operator, and subject to the Operator complying with Applicable Laws, provide all reasonable support and assistance to the Operator in procuring Applicable Permits or any other assistance that may be required from any Government Instrumentality for implementation and operation of the Project;	Deleted
64.	Clause No. 7.1.2(h)/ Pg. No.40	7.1.2 (h) support, cooperate , facilitate and guide the Operator in the implementation of the Project in accordance with its objective.	Deleted
65.	Clause No. 7.2.1/ Pg. No.40	7.2.1 The Authority or its Nodal Officer or Temple Officer or Authorized Representative(s) shall have the powers and duties set out in this Concession Agreement or any other powers required for the proper implementation of the Project, including, (without limitation):	7.2.1 The Authority or its Nodal Officer or Temple Officer or Authorized Representative(s) shall have the <u>powers set out</u> in this Concession Agreement or any other powers required for the proper implementation of the Project, including, (without limitation):
66.	Clause No. 8.1(n)/ Pg. No.42	8.1 (n) All rights and interests of the Operator in the Project shall pass to and vest in the Authority on the Transfer Date free and clear of all liens, claims, and encumbrances without any further act or deed on the part of the Operator or the Authority and that none of Project Assets including materials, supplies or equipment forming part thereof shall be acquired by the Operator subject to any agreement under which a security interest or other lien or encumbrance is retained by any person save and except as expressly provided in this Concession Agreement; and	8.1 (n) All rights and interests of the Operator in the Project shall pass to and vest in the Authority on the Transfer Date free and clear of all liens, claims, and <u>Encumbrances</u> without any further act or deed on the part of the Operator or the Authority and that none of Project Assets including materials, supplies or equipment forming part thereof shall be acquired by the Operator subject to any agreement under which a security interest or other lien or encumbrance is retained by any person save and except as expressly provided in this Concession Agreement; and

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67.	Clause No. 9.3/ Pg. No.45	9.3 The Performance Security Bank Guarantee (if subsisting) shall be released to the Operator 90 (ninety) days after Transfer Date. Provided however, the Authority shall be entitled to recover any amounts due or receivable from the Operator under this Agreement, before the Performance Security is duly discharged and released to the Operator.	9.3 The Performance Security Bank Guarantee (if subsisting) shall be released to the Operator 90 (ninety) days after actual transfer of possession of the Project Facility to the Authority . Provided however, the Authority shall be entitled to recover any amounts due or receivable from the Operator under this Agreement, before the Performance Security is duly discharged and released to the Operator.
68.	Clause No. 10.1.1/ Pg. No.46	10.1.1. The Authority shall execute a “ Declaration of License ” in respect of the Project Site as delineated in Schedule-A , in favour of the Operator in the format prescribed in Schedule-C pursuant to completion of Joint Inventory – Site thereby granting to the Operator in accordance with this Agreement, leave and license rights in respect of all the existing land underlying the area of Existing Property (i.e. <i>Shri Chintpurni Sadan, Block-C (Commercial Complex- Hotel & Restaurant)</i>) along with all moveable and immovable assets thereon/ thereat, (the “ Licensed Premises ”), on an “ <i>as is where is</i> ” basis, free from all encumbrances, to operate and maintain the said Licensed Premises (the “ License ”), together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Licensed Premises, hereditaments or Project Premises or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of the Concession Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever. The Declaration of License shall run co-terminus with this Agreement/ Concession Period.	10.1.1 The Authority shall execute a “ Declaration of License ” in respect of the Project Site as delineated in Schedule-A , in favour of the Operator in the format prescribed in Schedule-C pursuant to completion of Joint Inventory – Site thereby granting to the Operator in accordance with this Agreement, leave and license rights in respect of all the existing land underlying the area of Existing Property (i.e. <i>Shri Chintpurni Sadan, Block-C (Commercial Complex- Hotel & Restaurant)</i>) along with all moveable and immovable assets thereon/ thereat, (the “ Licensed Premises ”), on an “ <i>as is where is</i> ” basis, free from all Encumbrances , to operate and maintain the said Licensed Premises (the “ License ”), together with all and singular rights, liberties, privileges, easements and appurtenances whatsoever to the said Licensed Premises, hereditaments or Project Facility or any part thereof belonging to or in any way appurtenant thereto or enjoyed therewith, for the duration of the Concession Period and, for the purposes permitted under this Agreement, and for no other purpose whatsoever. The Declaration of License shall run co-terminus with this Agreement/ Concession Period.
69.	Clause No. 11.1/ Pg. No.48	11.1 The O&M of the Project shall commence from the date of grant of Permission to Commence Operations i.e. the Commercial Operations Date/COD and terminate at the Transfer Date (the “ O&M Period ”).	11.1 The O&M of the Project shall commence from the Commercial Operations Date/COD and terminate on the Transfer Date (the “ O&M Period ”).
70.	Clause No. 11.2.1/ Pg. No.48	11.2.1 During the O&M Period, the Operator shall at its risk, cost and expense, operate and maintain the Project Facility in accordance with this Agreement and if required, modify, repair or otherwise make improvements in the Project Facility to comply with the provisions of this Agreement, Applicable Laws, Applicable Permits, and conform to the Performance Standards and Maintenance Requirements as mentioned in Schedule-E , and Good Industry Practice. The obligations of the Operator (<i>at its cost and expense</i>) hereunder shall include:	11.2.1 During the O&M Period, the Operator shall at its risk, cost and expense, operate and maintain the Project Facility in accordance with this Agreement and if required, modify, repair or otherwise make improvements in the Project Facility to comply with the provisions of this Agreement, Applicable Laws, Applicable Permits, and conform to the Performance Standards and Maintenance Requirements as mentioned in Schedule-E, 2-star category hotel guidelines as specified in Schedule-I and Good Industry Practice. The obligations of the Operator (<i>at its cost and expense</i>) hereunder shall include:
71.	Clause No. 11.2.1/ Pg. No.49	11.2.1 (vii) be entitled to levy, demand, collect, retain and appropriate the Project Revenues as per the terms of this Concession Agreement;	11.2.1 (vii) be entitled to levy, demand, collect, retain and appropriate the User Charges and other revenues generated from any permissible activities at the Project Facility , as per the terms of this Concession Agreement;

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72.	Clause No. 11.2.1/ Pg. No.49	11.2.1 (viii) ensure that good service standards and good hospitality industry practices equivalent to atleast 2-star category hotel in the town are adopted and followed in the said Project throughout the Concession Period;	11.2.1 (viii) ensure that good service standards and good hospitality industry practices complying with 2-star category hotel guidelines are adopted and followed in the said Project throughout the Concession Period;
73.	Clause No. 11.2.1/ Pg. No.49	11.2.1 (ix) at its cost, carry out such periodic inspections, as well as assist Authority or its nominee to carry out any (reasonable) random or periodic inspections or checks of any part or component of the Works, the cost of any Test shall be borne by the Operator;	11.2.1 (ix) at its cost, carry out such periodic inspections, as well as assist Authority or its nominee to carry out any (reasonable) random or periodic inspections or checks of any part or component of the Works, the cost of any test shall be borne by the Operator;
74.	Clause No. 11.2.1/ Pg. No.49	11.2.1 (xi) preventing with the assistance of the Authority and the concerned law enforcement agencies, any encroachments on, or authorized entry into the Project Facility;	11.2.1 (xi) preventing with the assistance of the Authority and the concerned law enforcement agencies, any encroachments on, or unauthorized entry into the Project Facility;
75.	Clause No. 11.3.1/ Pg. No.50	11.3.1 In the event of failure to perform the obligations or comply with the Performance Standards and Maintenance Requirements and rectifying any defects within permissible time limits or any extension thereof, laid down in Schedule-E , the Operator shall be liable to a penalty which shall not exceed 0.05% of Performance Security for each day until rectification of such defect/ damage subject to maximum of 10% of Performance Security for each lapse in compliance in the Performance Standards/ Acts, Rules and Guidelines of the Competent Authority including the Authority. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof. In case of appropriation of Damages amount from the Performance Security, the Operator shall be liable for replenishing/ maintaining the Performance Security to its original value within 15 (fifteen) days of receipt of the encashment notice from the Authority.	11.3.1 In the event of failure to perform the obligations or comply with the Performance Standards and Maintenance Requirements to keep the Project Facility compliant with 2 star category hotel guidelines always and rectifying any defects within permissible time limits or any extension thereof, laid down in Schedule-E , the Operator shall be liable to a penalty which shall not exceed 0.05% of Performance Security for each day until rectification of such defect/ damage subject to maximum of 10% of Performance Security for each lapse in compliance in the Performance Standards/ Acts, Rules and Guidelines of the competent authority, Government Instrumentality including the Authority. Recovery of such Damages shall be without prejudice to the rights of the Authority under this Agreement, including the right of Termination thereof. In case of appropriation of Damages amount from the Performance Security, the Operator shall be liable for replenishing/ maintaining the Performance Security to its original value within 15 (fifteen) days of receipt of the encashment notice from the Authority.

76.	Clause No. 11.4.4/ Pg. No.51	<p>11.4.4 The Operator shall also provide the Authority with such reports which are required to comply with the instructions of Competent Authority or the standing procedures for any clearance, etc. The Operator shall also submit to the Authority on a regular basis, the following, upon obtaining knowledge thereof, any of :</p> <ul style="list-style-type: none"> i Litigation, claims, disputes or actions, threatened or pending concerning the Project; ii Refusal to grant, renew or extend, or any action threatened or pending that might affect any Applicable Permit; iii All penalties or notices of violation issued by any Competent Authority. iv Information concerning new or significant aspects of the Project, including any material complaint about the Facilities from any person. v If the Authority, acting reasonably, requests a report or document about any information regarding the Project Facilities, the Operator shall prepare a draft of such document within the reasonable time limit prescribed. 	<p>11.4.4 The Operator shall also provide the Authority with such reports which are required to comply with the instructions of <u>Government Instrumentality/ competent authority</u> or the standing procedures for any clearance, etc. The Operator shall also submit to the Authority on a regular basis, the following, upon obtaining knowledge thereof, any of :</p> <ul style="list-style-type: none"> i. Litigation, claims, disputes or actions, threatened or pending concerning the Project; ii. Refusal to grant, renew or extend, or any action threatened or pending that might affect any Applicable Permit; iii. All penalties or notices of violation issued by any <u>competent authority/ Government Instrumentality.</u> iv. Information concerning new or significant aspects of the Project, including any material complaint about the Facilities from any person. v. If the Authority, acting reasonably, requests a report or document about any information regarding the Project Facilities, the Operator shall prepare a draft of such document within the reasonable time limit prescribed.
77.	Clause No. 12.1.1/ Pg. No.52	<p>12.1.1 The Operator shall maintain books of accounts recording all its receipts (including all User Charges and other revenues derived/collected by it from or on account of usage of the Project Facilities), income, expenditure, payments (including payments from the Designated Account), in accordance with this Agreement and Accounting Standards, Good Industry Practice, Applicable Laws and Applicable Permits. The Operator shall provide 2 (two) copies of its Cash Flow Statement and Profit and Loss Account, along with an audit report thereon by from its Auditors, within 90 (ninety) days of the close of the Accounting Year to which they pertain and such audited accounts shall form the basis of payments by either Party under this Agreement. Authority shall have the right to inspect the records of the Operator during the office hours and require copies of relevant extracts of books of accounts, duly certified by the Auditors, to be provided to the Authority for verification of basis of payments, and in the event of any discrepancy or error being found, the same shall be rectified and such rectified account shall form the basis of payments by either Party under this Agreement.</p>	<p>12.1.1 The Operator shall maintain books of accounts recording all its receipts (including all User Charges and other revenues derived/ collected by it from or on account of usage of the Project Facilities), <u>and expenditure from</u> the Designated Account, in accordance with this Agreement and Accounting Standards, Good Industry Practice, Applicable Laws and Applicable Permits. The Operator shall provide 2 (two) copies of its Cash Flow Statement and Profit and Loss Account, along with an audit report thereon from its Auditors, within 90 (ninety) days of the close of the Accounting Year to which they pertain. <u>The</u> Authority shall also have the right to inspect the records of the Operator during the office hours and require copies of relevant extracts of books of accounts, duly certified by <u>the Auditors.</u></p>
78.	Clause No. 12.3/ Pg. No.52	<p>12.3 Certification of claims by Auditors</p> <p>Any claim or document provided by the Operator to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective, only if certified by its Auditors.</p> <p>For the avoidance of doubt, such certification shall not be required for exchange of information in the normal course of business between the parties.</p>	<p>12.3 Certification of <u>documents</u> by Auditors</p> <p><u>Any document</u> provided by the Operator to the Authority in connection with or relating to receipts, income, payments, costs, expenses, accounts or audit, and any matter incidental thereto shall be valid and effective, only if certified by its Auditors.</p> <p>For the avoidance of doubt, such certification shall not be required for exchange of information in the normal course of business between the parties.</p>

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79.	Clause No. 13.3.1/ Pg. No. 53	13.3.1 (i) shall ensure compliance of the Furnishing Works by the Operator in terms of the minimum quality and standards prescribed in the Agreement or as per Good Industry Practice, as applicable;	13.3.1 (i) shall ensure compliance of the Furnishing Works by the Operator in terms of the 2 star category hotel guidelines , quality and standards prescribed in the Agreement or as per Good Industry Practice, as applicable;
80.	Clause No. 13.3.1/ Pg. No.54	13.3.1 (vii) shall monitor the redressal of complaints and grievances from the Users related to the Project Facility and duly report the same to the Authority; or	13.3.1 (vii) shall monitor the redressal of complaints and grievances from the Users related to the Project Facility and duly report the same to the Authority; and
81.	Clause No. 13.4/ Pg. No.55	13.4 Nodal Officer shall visit the Project Facility at least once a month or earlier as may be required during the Furnishing Period, to inspect the Project Facility along with the Project Manager of the Operator, to ensure compliance of the works in accordance with the provisions of this Agreement. The Nodal Officer shall prepare a report of such inspection (the “ Inspection Report ”) stating in reasonable detail any shortcoming or deficiencies, if any, with particular reference to the Performance Standards specified in Schedule-E . The Nodal Officer shall submit the Inspection Report to the Authority with a copy marked to the Operator within 5 (five) days of such inspection. The Nodal Officer shall ensure that the Operator upon receipt thereof shall forthwith rectify and remedy the defects and deficiencies, if any, stated in the Inspection Report. The Nodal Officer shall inspect the Project Facility at least once in three months during the O&M Period or at such shorter intervals as deemed appropriate in accordance with the manner specified in Clause 11.4. The Project Manager/ the Operator shall extend full co-operation to the Nodal Officer and the Temple Officer in performing its functions.	13.4 The Nodal Officer shall visit the Project Facility at least once a month or earlier as may be required during the Furnishing Period, to inspect the Project Facility along with the Project Manager of the Operator, to ensure compliance of the works in accordance with the provisions of this Agreement. The Nodal Officer shall prepare a report of such inspection (the “ Inspection Report ”) stating in reasonable detail any shortcoming or deficiencies, if any, with particular reference to the Performance Standards specified in Schedule-E and 2 star category hotel guidelines specified in Schedule-I . The Nodal Officer shall submit the Inspection Report to the Authority with a copy marked to the Operator within 5 (five) days of such inspection. The Nodal Officer shall ensure that the Operator upon receipt thereof shall forthwith rectify and remedy the defects and deficiencies, if any, stated in the Inspection Report. The Nodal Officer shall inspect the Project Facility at least once in three months during the O&M Period or at such shorter intervals as deemed appropriate in accordance with the manner specified in Clause 11.4. The Project Manager/ the Operator shall extend full co-operation to the Nodal Officer and the Temple Officer in performing its functions.
82.	Clause No. 14.1/ Pg. No.56	14.1 As used in this Agreement, the expression “ Force Majeure ” or “ Force Majeure Event ” shall mean occurrence in India of any or all of events, as defined in Clause 14.2 if it affects the performance by the Party claiming the benefit of Force Majeure (the “ Affected Party ”) of its obligations under this Agreement and which act or event	14.1 As used in this Agreement, the expression “ Force Majeure ” or “ Force Majeure Event ” shall mean occurrence in India of any or all of events, as defined in Clause 14.2 if it leads to non-performance of its obligations by the Party claiming the benefit of Force Majeure (the “ Affected Party ”) of its obligations under this Agreement and which act or event

<p>83.</p>	<p>Clause No. 14.2/ Pg. No.56/ 57</p>	<p>14.2. Force Majeure Events A Force Majeure Event shall mean one or more of the following acts or events: (a) Act of God, epidemic, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Project Facility); (b) Strikes including industry-wide or State-wide strikes, (other than those involving the Operator, contractors or their respective employees/ representatives, or attributable to any act or omission of any of them) interrupting services to the Project Facility for a continuous period of 24 (twenty four) hours and an aggregate period exceeding 7 (seven) days in an Accounting Year; (c) any civil commotion, boycott or political agitation, lockdowns, curfew, embargo, blockade interrupting services at the Project Facility for an aggregate period exceeding 14 (fourteen) days in an Accounting Year (d) Any failure or delay of a contractor but only to the extent caused by another Force Majeure Event and which does not result in any offsetting compensation being payable to the Operator by or on behalf of such contractor; (e) Any judgment or order of any court of competent jurisdiction or statutory authority made against the Operator in any proceedings for reasons other than (i) failure of the Operator to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority; (f) The discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or (g)An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage; (g)Industry-wide or State-wide strikes or industrial action for a continuous period of 48 (forty eight) hours and exceeding an aggregate period of 14 (fourteen) days in an Accounting Year; (h) acquisition in national interest or expropriation of any Project Facility or rights of the Operator or of the contractors; (i) Unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorization, no objection certificate, consent, approval or exemption required by the Operator or any of the contractors to perform their respective obligations under this Agreement and the Third Party Agreements; provided that such delay, modification, denial, refusal or revocation did not result from the Operator's or any contractor's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorization, no objection certificate, exemption, consent, approval or permit; or (j) Any event or circumstances of a nature analogous to any of the foregoing;</p>	<p>14.2 Force Majeure Events A Force Majeure Event shall <u>only</u> mean one or more of the following acts or events: (a) Act of God, epidemic, <u>pandemic</u>, extremely adverse weather conditions, lightning, earthquake, landslide, cyclone, flood, volcanic eruption, chemical or radioactive contamination or ionising radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the Project Facility); (b) Deleted; (c) any civil commotion, boycott or political agitation, lockdowns, curfew, embargo, blockade <u>in Chintpurni town or District Una interrupting business operations</u> at the Project Facility for an aggregate period exceeding 14 (fourteen) days in an Accounting Year (d) Deleted; (e) Any judgment or order of any court of competent jurisdiction or statutory authority made against the Operator in any proceedings for reasons other than (i) failure of the Operator to comply with any Applicable Law or Applicable Permit, or (ii) on account of breach of any Applicable Law or Applicable Permit or of any contract, or (iii) enforcement of this Agreement, or (iv) exercise of any of its rights under this Agreement by the Authority; (f) The discovery of geological conditions, toxic contamination or archaeological remains on the Site that could not reasonably have been expected to be discovered through a site inspection; or (g) An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage; (g) Industry-wide or State-wide strikes or industrial action for a continuous period of 48 (forty eight) hours and exceeding an aggregate period of 14 (fourteen) days in an Accounting Year; (h) Compulsory acquisition in national interest or expropriation of any Project Facility or rights of the Operator or of the contractors; (i) Unlawful or unauthorized or without jurisdiction revocation of, or refusal to renew or grant without valid cause, any clearance, licence, permit, authorization, no objection certificate, consent, approval or exemption required by the Operator; provided that such delay, modification, denial, refusal or revocation did not result from the Operator's inability or failure to comply with any condition relating to grant, maintenance or renewal of such clearance, licence, authorization, no objection certificate, exemption, consent, approval or permit. (j) Deleted</p>
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84.	Clause No. 14.4.1/ Pg. No.58	14.4.1 (ii) after COD, whereupon the Operator is unable to collect User Charges/ project revenues despite making best efforts or it is directed by the Authority to suspend the collection thereof during the subsistence of such Force Majeure Event, the Concession Period shall be extended by a period, equal in length to the period during which the Operator was prevented from collection of project revenues on account thereof.	14.4.1 (ii) after COD, whereupon the Operator is unable to keep the Project Facility open for business or it is directed by the Authority to close the Project Facility during the subsistence of such Force Majeure Event, the Concession Period shall be extended by a period, equal in length to the period during which the Project Facility was closed for business on account thereof.
85.	Clause No. 14.4.2/ Pg. No.58	14.4.2 In case of complete lockdown imposed in the State by the State Government/ Central Government on account of Covid, whereby all movement of people from within or outside the State is banned as a result of which the Operator is unable to collect User Charges/ project revenues despite making best efforts, then upon specific request made by the Operator in writing, and based upon Authority's own due diligence and verification of the claim of the Operator, the Authority, may consider postponing/ deferring the payment of Annual Concession Fee during the period of complete lockdown as notified by the State Government/ Central Government from time to time.	Deleted
86.	Clause No. 14.6/ Pg. No.58	14.6 If a Force Majeure Event subsists for a period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 14 and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.	14.6 If a Force Majeure Event subsists for a continuous period of 180 (one hundred and eighty) days or more within a continuous period of 365 (three hundred and sixty five) days, either Party may in its discretion terminate this Agreement by issuing a Termination Notice to the other Party without being liable in any manner whatsoever, save as provided in this Article 14 and upon issue of such Termination Notice, this Agreement shall, notwithstanding anything to the contrary contained herein, stand terminated forthwith; provided that before issuing such Termination Notice, the Party intending to issue the Termination Notice shall inform the other Party of such intention and grant 15 (fifteen) days' time to make a representation, and may after the expiry of such 15 (fifteen) days period, whether or not it is in receipt of such representation, in its sole discretion issue the Termination Notice.

87.	Clause No. 14.7/ Pg. No.58/59	<p>14.7. Termination Payment for Force Majeure Event</p> <p>In the event of Termination on account of Force Majeure Event, the Operator shall be entitled to receive from the Authority by way of Termination Payment a sum equal to lowest of the following (i) or (ii) :</p> <p>(i) 90% of Book Value of Project Assets based on historic investment (net of depreciation) created by the Operator less Intangible Assets. It is specially clarified here that the cost of project assets would not include the cost of original project facility which was provided to the Operator; OR</p> <p>(ii) 90% of Debt Due less pending Insurance claims.</p> <p>Further, the Performance Security shall be returned to the Operator.</p>	Deleted
88.	Clause No. 14.9/ Pg. No.59	<p>14.9 Excuse from performance of obligations</p> <p>If the Affected Party is rendered wholly or partially unable to perform its obligations under this Agreement because of a Force Majeure Event, it shall be excused from performance of such of its obligations to the extent it is unable to perform on account of such Force Majeure Event; provided that:</p> <p>(a) the suspension of performance shall be of no greater scope and of no longer duration than is reasonably required by the Force Majeure Event;</p> <p>(b) the Affected Party shall make all reasonable efforts to mitigate or limit damage to the other Party arising out of or as a result of the existence or occurrence of such Force Majeure Event and to cure the same with due diligence; and</p> <p>(c) when the Affected Party is able to resume performance of its obligations under this Agreement, it shall give to the other Party notice to that effect and shall promptly resume performance of its obligations hereunder.</p>	Deleted
89.	Clause No. 15.1(b)/ Pg. No.60	<p>15.1 (b) The Operator does not make payment to the Authority and remains in default for a period of more than 15 (fifteen) days from the due date of payment. However, in case of payment of Annual Concession Fee, any default by the Operation in payment beyond 4 (four) weeks from due date shall tantamount to Operator's Event of Default;</p>	<p>15.1 (b) The Operator does not make payment to the Authority <u>of any sum due under this Agreement including Annual Concession Fee</u> and remains in default for a period of more than 15 (fifteen) days from the due date of payment. However, in case of payment of Annual Concession Fee, any default by the <u>Operator</u> in payment beyond 4 (four) weeks from due date shall tantamount to Operator's Event of Default;</p>
90.	Clause No. 15.1(f)/ Pg. No. 60	<p>15.1 (f) The Operator creates any Encumbrances, charges or lien in respect of the Existing Property, Project Facility, Project Site or ant part thereof in favor of any Person, save and except as otherwise expressly permitted in this Agreement;</p>	<p>15.1 (f) The Operator creates any Encumbrances, charges or lien in respect of the Existing Property, Project Facility, Project Site or <u>any</u> part thereof in favor of <u>any Person</u>;</p>

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91.	Clause No. 15.1(g)/ Pg. No. 60	15.1 (g) The Operator allows or undertakes (more than two occasions in any Financial Year) at the Project Facility, any of the Prohibited Activities or any other actions or activities which violate the sacredness of the area and/ or shows disrespect to the Temple or hurt the religious sentiments of the people or is likely to cause detriment to the Project Facility;	15.1 (g) The Operator allows or undertakes at the Project Facility, any of the Prohibited Activities or any other actions or activities which violate the sacredness of the area and/ or shows disrespect to the Temple or hurt the religious sentiments of the people or is likely to cause detriment to the Project Facility;
92.	Clause No. 15.3.2/ Pg. No.62	15.3.2 Without prejudice to any other right or remedy which the Operator may have under this Agreement, upon occurrence of a Authority Event of Default, the Operator shall be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Operator shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice.	15.3.2 Without prejudice to any other right or remedy which the Operator may have under this Agreement, upon occurrence of a Authority Event of Default, the Operator shall be entitled to terminate this Agreement by issuing a Termination Notice to the Authority; provided that before issuing the Termination Notice, the Operator shall by a notice inform the Authority of its intention to issue the Termination Notice and grant 15 (fifteen) days to Authority to make a representation, and may after the expiry of such 15 (fifteen) days, whether or not it is in receipt of such representation, issue the Termination Notice. <u>As a consequence of Termination, irrespective of the reason for Termination, the Operator shall transfer all movable and immovable assets forming part of the Project Assets to the Authority upon the Transfer Date.</u>

93.	Clause No. 15.4/ Pg. No.62/63	<p>15.4 Termination Payment</p> <p>15.4.1 Upon Termination by the Authority on account of an Operator Event of Default, the Operator shall not be entitled to receive any Termination Payment during the Furnishing Period. However, during the Operation & Maintenance Period, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to lowest of the following (i) or (ii):</p> <p>i. 75% of Book Value of Project Assets (Total Project Cost) based on historic investment (net of depreciation) created by the Operator less Intangible Assets. It is specially clarified here that the cost of project assets would not include the cost of original project facility which was provided to the Operator; OR</p> <p>ii. 75% of Debt Due less pending Insurance claims.</p> <p>In addition to the above stated, the Authority shall be entitled to encash and appropriate the Performance Security.</p> <p>15.4.2 Upon Termination by the Operator on account of Authority Event of Default, the Authority shall pay to the Operator, by way of Termination Payment, an amount equal to the lowest of the following (i) or (ii):</p> <p>i. 100% of Book Value of Project Assets based on historic investment (net of depreciation) created by the Operator less Intangible Assets. It is specially clarified here that the cost of project assets would not include the cost of original project facility which was provided to the Operator; OR</p> <p>ii. 100% of Debt Due less pending Insurance claims;</p> <p>In addition to this, the Performance Security shall be released to the Operator by the Authority.</p> <p>15.4.3 Termination Payment shall become due and payable to the Operator within 90 (ninety) days of a demand being made by the Operator to the Authority with the necessary particulars, and in the event of any delay, the Authority shall pay interest at a rate equal to 4% (four per cent) above the RBI's Repo Rate on the amount of Termination Payment remaining unpaid; provided that such delay shall not exceed 90 (ninety) days. For the avoidance of doubt, it is expressly agreed that Termination Payment shall constitute full discharge by the Authority of its payment obligations in respect thereof hereunder.</p> <p>15.4.4 The Operator expressly agrees that Termination Payment under this Article 15 shall constitute a full and final settlement of all claims of the Operator on account of Termination of this Agreement for any reason whatsoever and that the Operator or any shareholder thereof shall not have any further right or claim under any law, treaty, convention, contract or otherwise.</p> <p>15.4.5 As a consequence of Termination, irrespective of the reason for Termination, the Operator shall transfer all movable and immovable assets forming part of the Project Assets to the Authority upon the Transfer Date.</p>	Deleted
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94.	Clause No. 15.5/ Pg. No.63	<p>15.5. Other Rights and Obligations of the Authority</p> <p>15.5.1 (e) succeed upon election by the Authority (<i>at its sole discretion</i>), without the necessity of any further action by the Operator, to the interests of the Operator under such of the Third Party Agreements as the Authority may in its discretion deem appropriate, and shall upon such election be liable to such third party only for compensation accruing and becoming due and payable to them under the terms of their respective Third Party Agreements from and after the date the Authority elects to succeed to the interests of the Operator. For the avoidance of doubt, the Operator acknowledges and agrees that all sums claimed by such third parties as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Operator and such third parties, and the Authority shall not in any manner be liable for such sums. It is further agreed that in the event the Authority elects to cure any outstanding defaults under such Project Agreements, the amount expended by the Authority for this purpose shall be deducted from the Termination Payment.</p>	<p>15.4. Rights and Obligations of the Authority</p> <p>15.4.1 (e) succeed upon election by the Authority <u>expressly in writing</u> (<i>at its sole discretion</i>), without the necessity of any further action by the Operator, to the interests of the Operator under such of the Third Party Agreements as the Authority may in its discretion deem appropriate, and shall upon such election be liable to such third party only for compensation accruing and becoming due and payable to them under the terms of their respective Third Party Agreements from and after the date the Authority elects to succeed to the interests of the Operator. For the avoidance of doubt, the Operator acknowledges and agrees that all sums claimed by such third parties as being due and owing for works and services performed or accruing on account of any act, omission or event prior to such date shall constitute debt between the Operator and such third parties, and the Authority shall not in any manner be liable <u>for such sums.</u></p>
95.	Clause No. 16.1.1(b)/ Pg. No.65	<p>16.1.1 (b) deliver/surrender/ transfer and assign forthwith the actual or constructive possession of the furnished Project Facility to the Authority or its nominated agency, as the case may be, free and clear of any charges, liens, assignment and encumbrances created or suffered by the Operator after the Effective Date. All of the Operator’s right, title and interest in and to the Project Assets including any/ all additions/ up-gradations/ modifications made by the Operator during the Concession Period and the Project Facility shall determine and shall revert/ stand transferred in the name of the Authority;</p>	<p>16.1.1 (b) deliver/surrender/ transfer and assign forthwith the <u>actual possession</u> of the furnished Project Facility to the Authority or its nominated agency, as the case may be, free and clear of any charges, liens, assignment and <u>Encumbrances</u> created or suffered by the Operator after the Effective Date. All of the Operator’s right, title and interest in and to the Project Assets including any/ all additions/ up-gradations/ modifications made by the Operator during the Concession Period and the Project Facility shall determine and shall revert/ stand transferred in the name of the Authority;</p>
96.	Clause No. 16.1.1(g)/ Pg. No.65	<p>16.1.1 (g) to the extent possible at the time of transfer/ assign to the Authority or its nominated agency (only if so requested by the Authority) all contracts, equipment contracts, supply contracts and all other contracts relating to the Project entered into by the Operator with third parties and subsisting at the time of transfer except contracts with employees;</p>	<p>16.1.1 (g) to the extent possible at the time of transfer/ assign to the Authority or its nominated agency (only if <u>expressly</u> requested by the Authority <u>in writing</u>) all contracts, equipment contracts, supply contracts and all other contracts relating to the Project entered into by the Operator with third parties and subsisting at the time of transfer except contracts with employees;</p> <p><u>Provided that no liabilities of the Operator under such contractor incurred prior to the date of transfer of actual possession of the Project Facility shall be taken over by the Authority</u></p>
97.	Clause No. 16.1.1(h)/ Pg. No.66	<p>16.1.1 (h) at the time of transfer of the Project Facility, the Project Facility shall be in running and operational condition as is reasonable in all the circumstances, taking into account their age, the design, materials used, and maintenance carried out;</p>	<p>16.1.1 (h) at the time of transfer of the Project Facility, the Project Facility shall be in running and operational condition as is reasonable in all the circumstances, taking into account their age, the design, materials used, and maintenance carried out <u>and Operator shall confirm compliance with the Maintenance Requirements;</u></p>

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98.	Clause No. 16.3.1/ Pg. No.67	16.3.1. The Operator shall bear and pay all costs incidental to divestment of all of the rights and interest of the Operator in the Project Facility in favour of the Authority upon Termination, save and except that all stamp duties payable on any deeds or documents executed by the Operator in connection with such divestment shall be borne by the Authority.	16.3.1 The Operator shall bear and pay all costs incidental to divestment of all of the rights and interest of the Operator in the Project Facility in favour of the Authority upon Termination including all stamp duties payable on any deeds or documents executed by the Operator in connection with such divestment.
99.	Clause No. 16.3.3/ Pg. No.67	16.3.2. In the event of any dispute relating to matters covered by and under this Article 16 only the Dispute Resolution Procedure shall apply.	Deleted
100.	Clause No. 16.4.1/ Pg. No.67	16.4.1 The Parties shall cooperate on a best effort basis and take all necessary measures, in good faith, to achieve a smooth transfer of the Project in accordance with the provisions of this Agreement so as to protect the safety of and avoid undue delay or inconvenience to the Parties.	Deleted

101.	Clause No. 17.2/ Pg. No.68	<p>17.2 Liability of the Authority</p> <p>The Authority will indemnify, defend, save and hold harmless the Operator against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of:</p> <p>(a) defect in title and/or the rights of the Authority in the Project Facility given on Concession to the Operator; and/or</p> <p>(b) breach by the Authority of any of its obligations under this Agreement or any related Agreement, which materially and adversely affect the performance by the Operator of its obligations under this Agreement, save and except that where any such claim, suit, proceeding, action, and/or demand has arisen due to a negligent act or omission, or breach of any of its obligations under any provision of this Agreement or any related Agreement and/or breach of its statutory duty on the part of the Operator, its subsidiaries, affiliates, contractors, employees or agents and the same shall be the liability of the Operator.</p> <p>Provided that the liability of the Authority in any case or in any manner whatsoever, with respect to this Clause 17.2 shall be limited to the sum not exceeding the amount equal to six months of Concession Fee received by the Authority before identification or occurrence of such event.</p>	<p>17.2 Liability of the Authority</p> <p>The Authority will indemnify, defend, save and hold harmless the Operator against any and all suits, proceedings, actions, demands and third party claims for any loss, damage, cost and expense of whatever kind and nature arising out of:</p> <p>(a) defect in title and/or the rights of the Authority in the Project Facility given on Concession to the Operator.</p> <p>(b) <u>Deleted</u></p> <p>Provided that the liability of the Authority in any case or in any manner whatsoever, with respect to this Clause 17.2 shall be limited to the sum not exceeding the amount equal to six months of Concession Fee received by the Authority before identification or occurrence of such event.</p>
102.	Clause No. 18/ Pg. No.70	18. CHANGE IN LAW	<u>Entire clause/ provision stands deleted.</u>
103.	Clause No. 19.3.4/ Pg. No.71	<p>18.3.4 This Agreement and the rights and obligations of the Parties shall remain in full force and effect including the obligation of the Operator to pay the Annual Concession Fee along with any applicable interest due to be payable to the Authority in terms of this Agreement, pending the Award in any arbitration proceedings hereunder. The Operator hereby agrees that pending any arbitral proceedings or a stay granted by any court of law, the interest on any unpaid amount payable to the Authority by the Operator shall continue to accrue and shall be payable to the Authority irrespective of such proceedings or the stay granted by the court of law.</p>	<p><u>19.3.4</u> This Agreement and the rights and obligations of the Parties shall remain in full force and effect including the obligation of the Operator to pay the Annual Concession Fee along with any applicable interest due to be payable to the Authority in terms of this Agreement, pending the Award in any arbitration proceedings hereunder. The Operator hereby agrees that pending any arbitral proceedings or a stay granted by any court of law, the interest on any unpaid amount payable to the Authority by the Operator shall continue to accrue and shall be payable to the Authority irrespective of such proceedings or the stay granted by the court of law.</p>

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104.	Clause No. 20.1.1/ Pg. No.72	20.1.1 The Operator shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder, either in part or full, except with prior consent of the Authority.	20.1.1 The Operator shall not assign in favour of any person this Agreement or the rights, benefits and obligations hereunder, either in part <u>or full.</u>
105.	Clause No. 20.1.3/ Pg. No.72	20.1.3 The Operator shall neither create, nor permit creation or subsistence of any encumbrance in the Project Facility. It is further clarified that any assignment or license on the Project Facility, given to the Operator, shall expire upon termination of this Agreement.	20.1.3 The Operator shall neither create, nor permit creation or subsistence of any <u>Encumbrance</u> in the <u>Existing Property, Project Asset, Project Site or Project Facility.</u> It is further clarified that any assignment or license on the Project Facility, given to the Operator, shall expire upon termination of this Agreement.
106.	Clause No. 20.1.4/ Pg. No.72	20.1.4 The Operator shall not in any manner sell, transfer, assign, mortgage, charge, create lien or otherwise encumber or deal with the Project/ Project Site/ Project Assets/ or any other movable/ immovable assets in any manner whatsoever. The Operator acknowledges, accepts and confirms that the covenant contained herein is an essence of this Agreement.	20.1.4 The Operator shall not in any manner sell, transfer, assign, mortgage, charge, create lien or otherwise encumber or deal with the Project/ Project Site/ Project Assets/ <u>Project Facility</u> or any other movable/ immovable assets in any manner whatsoever. The Operator acknowledges, accepts and confirms that the covenant contained herein is an essence of this Agreement.
107.	Clause No. 22.3/ Pg. No.74	22.3 The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, it shall be within 15 (fifteen) days of receiving a demand along with the necessary particulars. In the event of delay beyond the stipulated period, the defaulting Party shall pay penalty for the period of delay calculated at a rate equal to RBI Repo Rate + 4% (four percent) per annum, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.	22.3 The Parties hereto agree that payments due from one Party to the other Party under the provisions of this Agreement shall be made within the period set forth therein, and if no such period is specified, it shall be within 15 (fifteen) days of receiving a demand along with the necessary particulars. In the event of delay beyond the stipulated period, the defaulting Party shall pay penalty for the period of delay calculated at a rate equal to <u>SBI MCLR</u> + 4% (four percent) per annum, and recovery thereof shall be without prejudice to the rights of the Parties under this Agreement including Termination thereof.
108.	Clause No. 22.6/ Pg. No.75	22.6 This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal Agreement executed by both Parties.	22.6.1 This Agreement expressly excludes any warranty, condition or other undertaking implied at law or by custom or otherwise arising out of any other agreement between the Parties or any representation by either Party not contained in a binding legal Agreement executed by both Parties. <u>22.6.2. The Parties agree that there is no express or implied warranty or guarantee given by the Authority to the Operator of any minimum business or minimum occupancy or minimum User Charges in respect of the Project Facility and no term of this Agreement shall be interpreted to imply any such warranty or guarantee.</u>
109.	Clause No. 22.7.1(a)/ Pg. No.75	22.7.1 (a) not relieve the Operator or the Authority, as the case may be, of any obligations hereunder which expressly or by implication survive Termination hereof; and	22.7.1 (a) not relieve the <u>Operator of</u> any obligations hereunder which expressly or by implication survive Termination hereof; and

110.	Schedule-D : Format of Performance Security/ Pg. No.84	Schedule-D: Format of Performance Security <u>Context of Bank Guarantee</u> Concession Agreement (hereinafter referred to as the “ Concession ”) to be executed amongst Temple Trust Mata Shri Chintpurni Ji, Tehsil Amb, District Una, Himachal Pradesh through its Commissioner (Temple) [Hereinafter referred to as the “ Authority ”] and _____ (name of the Selected Bidder/ JV) [hereinafter referred to as the “ Operator ”] for the Operation & Management of Shri Chintpurni Sadan Block-C, District Una, (A Commercial Complex-Hotel & Restaurant) in Himachal Pradesh on PPP mode [hereinafter referred to as the “ Project ”], provided, however, such context of the Bank Guarantee or reference to the Concession in this Bank Guarantee shall be in no manner be relied upon at any stage to adversely affect or dilute the Unconditional and irrevocable nature of this Bank Guarantee. The title of this Bank Guarantee i.e. “Performance Security” shall in no manner and at no stage be relied upon at any stage to adversely affect or dilute the Unconditional and Irrevocable nature of this Bank Guarantee. The Contract of the Bank Guarantee is an Independent Contract between the Bank and the Authority and is not dependent upon the execution or performance of any Contract/Agreement amongst the Authority and the Selected Bidder/ Operator.	Schedule-D: Format of Performance Security <u>Context of Bank Guarantee</u> Concession Agreement (hereinafter referred to as the “ Concession ”) to be executed amongst Temple Trust Mata Shri Chintpurni Ji, Tehsil Amb, District Una, Himachal Pradesh through its Commissioner (Temple) [Hereinafter referred to as the “ Authority ”] and <u>M/s</u> _____ (name of the SPV / Concessionaire) [hereinafter referred to as the “ Operator ”] for the Operation & Management of Shri Chintpurni Sadan Block-C, District Una, (A Commercial Complex-Hotel & Restaurant) in Himachal Pradesh on PPP mode [hereinafter referred to as the “ Project ”], provided, however, such context of the Bank Guarantee or reference to the Concession in this Bank Guarantee shall be in no manner be relied upon at any stage to adversely affect or dilute the Unconditional and irrevocable nature of this Bank Guarantee. The title of this Bank Guarantee i.e. “Performance Security” shall in no manner and at no stage be relied upon at any stage to adversely affect or dilute the Unconditional and Irrevocable nature of this Bank Guarantee. The Contract of the Bank Guarantee is an Independent Contract between the Bank and the Authority and is not dependent upon the execution or performance of any Contract/Agreement amongst the Authority and the Selected Bidder/ Operator.
111.	Schedule-E: Performance Standards & Maintenance Requirements / Pg. No.87	Revised Schedule-E: Performance Standards & Maintenance Requirements	<u>Revised Schedule-E: (Performance Standards & Maintenance Requirements) appended as Annexure ‘A’ to this Addendum</u>
112.	Schedule-F: List of Prohibited Activities/ Pg. No.97	Schedule-F: List of Prohibited Activities 6. Holding political rallies or congregations;	Schedule-F: List of Prohibited Activities Sr. no. 6 stands deleted
113.	-	New Schedule – I added to the Draft Concession Agreement	<u>Schedule-I: 2 star category hotel guidelines appended as Annexure ‘B’ to this Addendum</u>

ANNEXURE-A

Schedule-E: Revised Performance Standards & Maintenance Requirements

The Performance Standards define the levels at which the Project is to be operated, managed and maintained throughout the Concession Period. Performance Standards set forth herein are applicable for both the Furnishing Period as well as the O&M Period.

1. PERFORMANCE STANDARDS FOR FURNISHING WORKS

- i. Furnishing Works to be carried out in accordance with the 2 -star category hotel guidelines, Good Industry Practices and instructions of the Authority issued from time to time;
- ii. The Operator shall comply with all the Applicable Laws and Applicable Permits including the Rules and Guidelines of the Temple Trust while carrying out furnishing Works;
- iii. The Operator is not allowed to make any changes in the structure or design or change the façade of the Existing Property/ Project Facility, without the prior written approval of the Authority;
- iv. The Operator shall purchase for use new premium quality materials for Furniture, Furnishings material, fittings, fixtures, equipment, appliances, etc. so as to ensure standards compliant with 2 star category hotel guidelines;
- v. The Operator shall procure and provide all equipments and appliances in Kitchen and BOH Areas, PA systems, computers and peripherals, printers, OFC connectivity, LED screens, etc.;
- vi. The Operator shall provide all furnishings in rooms including linen, curtains, upholstery, etc.;
- vii. The Operator shall provide all furniture and equipment/ appliances including beds, almirahs, consoles, LED TVs, sofas, tables, chairs, etc.
- viii. The Operator shall at its cost and expense make arrangements for electricity, water and other utilities at the Project Facility;
- ix. The Operator shall engage and deploy adequate number of trained and professionally qualified, skilled and semi-skilled staff and personnel at the Project Site for performance of obligations under this Agreement;
- x. The Operator shall ensure availability of personnel on 24x7 basis in Reception Area for providing assistance to the guests staying at the Project Facility, with an ability to communicate both in English and Hindi or the local language;
- xi. The Operator shall provide turndown services and other housekeeping services to be provided on daily basis or on demand;
- xii. The Operator shall ensure seamless operations of all the basic necessities like drinking water, toilets, DG sets, firefighting facility, and security at the Project Facility.
- xiii. The lighting of the Project Facility should be aligned towards adequate vision, comfort and safety. There should be uniform lighting throughout the Facility with no dark patches or pockets. The Operator is expected to save energy and should use CFL or LED lamps in order to save energy. The Operator may harness solar energy by installing solar panels, if possible, at its cost and expense without spoiling the aesthetics of the Existing Property and causing hindrances in the free movement;
- xiv. The Operator shall at its own cost enter into Annual Maintenance Contracts (AMCs) for various

installations including lifts with the Vendors/ concerned agencies;

- xv. The Operator shall ensure strict compliance with Covid related protocols & behaviors as per instructions issued by the State Government/ Govt. of India from time to time, both by the staff and Users.
- xvi. The Operator shall also display the entry, exit including emergency exit related information and contact numbers of nearest Hospital, Ambulance Service, Police station, Fire Station, etc.

2. PERFORMANCE STANDARDS FOR OPERATION, MAINTENANCE AND MANAGEMENT PHASE

The Operator shall be committed to continuous improvement and shall implement systems to facilitate this objective to ensure compliance of the Project Facility with 2 star category hotel guidelines at all times during the O&M Period.

2.1 GENERAL REQUIREMENTS

- i. The Operator shall maintain the Project Facility in good and usable condition throughout the Concession Period or any extension thereof through regular and preventive maintenance of the Project Facility.
- ii. The O&M obligations of the Operator shall include all the activities required for regular and periodic maintenance of the Project Facility during the Operations Period, so that the same is maintained at all times in a manner that it complies with the provisions of the Concession Agreement and the Performance Standards set forth herein, in a sound, durable and functional condition.
- iii. The Operator shall adhere to standards compliant to 2 star category hotel guidelines issued by the Ministry of Tourism, Govt. of India and specified in Schedule-I.
- iv. The Operator shall program inspections/monitoring of the Project Facility for its good upkeep and smooth operations. The inspections/ monitoring shall cover all the elements of Project Facility including building structure, electrical and mechanical systems, signages, service standards, etc. The frequency of monitoring has been indicated and can be suitably revised in consultation with the Authority. The Operator shall carry out combined inspections along with the Nodal Officer/ Temple Officer/ Authority or its representative on regular bases as mutually agreed between the Parties. However, the Nodal Officer/ Authority is free to take up additional inspection to ensure the performance standards.

2.2 EQUIPMENT MAINTENANCE

The Operator shall undertake planned and responsive maintenance of all the fittings, fixtures, equipment, appliances, etc. so that the same are always in the state of efficient, accurate and optimum performance thus ensuring maximum availability and continuity of services by maintaining standards set by equipment manufacturer and/ or Good Industry Practice, as the case may be.

2.3 STAFFING AND PERSONNEL TRAINING

- i. The Operator shall make provision of adequate staff required for Furnishing Works, O&M and day to day management of the Project Facility as required from time to time.
- ii. The Operator shall ensure that all staff engaged in the delivery of the services and facilities at the Project Facility is at all times properly adequately notified, trained and instructed to deal with the Users in a polite and courteous manner; follow cleanliness and hygienic practices including all Covid related protocols & behaviors as per instructions issued by the State Government/ Govt. of

India from time to time.

- iii. The Operator shall ensure that all staff are properly and presentably dressed in appropriate uniforms and wear identification badges at all times while working in the Project Facility.
- iv. The Operator should carry out thorough background check and verification of the staff hired and maintain proper records about their particulars.

2.4 SECURITY

- i. The Operator shall take all reasonable precautions to minimize theft, injury to visitors or their property within confines of the Project Facility.
- ii. The Operator shall make a provision of adequate security to prevent any theft and ensure seamless operations 24-hours of the surveillance system which continuously monitors and controls entry into and exit from the Project Facility. A closed circuit television (CCTV) network may be augmented if required for security and surveillance as well as for central monitoring purposes.

2.5 PERFORMANCE STANDARDS/ INDICATORS FOR OPERATIONS

The O&M of the Project shall be carried out to maintain the performance standards, which shall comprise, but shall not be limited to the following :

- i. The obligation of the Operator with respect to Maintenance Requirements shall include the rectification of the defects and deficiencies specified below within the time limit set forth against such deficiency or defect.
- ii. Notwithstanding anything contrary to specified in this schedule, if the nature and extent of any defect justifies more time for its repair or rectification as compared to time specified herein, the Operator shall be entitled to additional time in conformity with Good Industry Practice. However, the Operator shall get prior approval from the Authority, for such additional requirement of time.
- iii. Notwithstanding anything to the contrary contained in this schedule, if any defect, deficiency or deterioration in the Project poses danger to the life and property of the Users thereof, the Operator shall promptly take all reasonable measures in consultation with Authority for elimination or minimizing such danger.
- iv. There should be regular sweeping of the Project Facility areas multiple times in a day to ensure cleanliness always.
- v. The Operator shall follow waste management and disposal methods for waste generated from Project Facility operations as per Applicable Laws. The Operator shall adopt requisite pollution control methods for air, water and light and also keep the rain water harvesting system in clean & operational conditions to ensure steady flow and avoid pooling of water, collection of dirt, debris, etc.
- vi. The Operator shall ensure that the Project Facility is always operational in compliance with the 2-star category hotels guidelines.

I. Performance Indicators and their permissible time limits

S. No.	Parameters	Performance Indicators	Permissible Time Limits For Rectifying Defects
1	Hotel	To remain operational 24(twenty four) hours a day throughout the year	

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2	Parking Area	To remain operational 24(twenty four) hours a day throughout the year	
3	Enquiry Office	To remain operational 16 (sixteen) hours a day throughout the year	
4	Information Systems, Displays, signage and boards	To remain operational 24 (twenty four) hours a day throughout the year.	All these signage and boards should be clearly visible, legible and functional. Maximum 2% (two percent) number of damaged signage and boards at any given point of time. These shall be cleaned once in a week. Damaged signage and boards replaced, repaired within seven days of their detection.
5	All toilets, urinals, bathrooms shall be clean and functional	To remain operational 24(twenty-four) hours a day throughout the year.	A minimum of 95% (ninety-five percent) toilets and urinals shall be functional. It should be demarked with suitable sign boards. These should be kept clean and hygienic and cleaning shall be done every day. For public use toilets, cleaning of toilets to be done multiple times in a day to always keep them in clean and hygienic condition.
6	Natural and Mechanical Ventilation and Illumination		Shall meet the required Illumination level as specified in the IS Code and NBC. Shall meet the required Ventilation level as specified in the IS Code and NBC. Any disruption in it shall be rectified within 24 (twenty-four) hours. Arrangement for natural ventilation like skylights ventilators, shafts etc. shall be cleared after every 5 (five) days.
7	Water supply and all drinking water chambers	To remain operational 24 hours a day throughout the year.	95% (ninety-five percent) drinking water chambers shall be functional. These shall be cleaned daily. Drinking water quality in all the seasons shall be as per WHO standards

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8	Power Supply, Electrical installations,Electrical Equipment	To remain operational 24 (twenty four) hours a day throughout the year.	Any disruption in power supply shall be rectified in six hours. Timely intervention with temporary measures within 3 (three) hours, permanent restoration within 3 (three) days, depending on nature and intensity of the work required as decided by the Authority.
9	Telecommunicationand Networking Equipment	To remain operational 24 (twenty-four) hours a day throughout the year.	Temporary measures within an hour and permanent restoration within a day.
10	Standby DieselGenerator Set	Kept in good functional condition.	Standby diesel generator set to supply power to Project Facility must be available 24 (twenty four) hours a day throughout the year in case of disruption or breakdown in power supply. The Operator can also procure electricity from the diesel generator installed by the Authoritycommon for all the 3 Sadan Blocks, against payment of requisite charges as fixed by the Authority.
11	Elevators	To remain operational 24 (twenty-four) hours a day throughout the year.	Regular maintenance of elevators through AMCsshall be done and in case of any fault, the personnel of the agency providing AMC services should be informed within one hour of detection of fault. The Operator to ensure that the fault is rectified within least possible time.
12	Maintenance Office	To remain operational 24 (twenty four) hours a day throughout the year	

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13	Security	To remain operational 24 (twenty four) hours a day throughout the year.	Proper upgradation and installation of up to date security devices and equipment shall installed in the facility and there should be proper weekly check of these equipment and also a proper training should also be there for security personnel present in the site. Any defects in the security devices and equipment should be rectified within a day or two.
14	Dustbins, spittoons etc. shall be clean and functional	Should be there at the facility all the time.	A minimum of 95% (ninety five percent) Dustbins, Spittoons shall be functional at any given point of time. Dustbins shall be emptied after every 3 (three) hour or earlier if it is full or it create foul smell in the neighborhood.
15	Lifts & Staircase shall be clean and functional	_____	The lift and staircase shall be cleaned twice a day. Damaged handrails, risers or treads shall be repaired within 2 (two) days after detection
16	Boundary Wall shall be without any damage/breach	_____	Any damage/ breach to the boundary wall shall be rectified within 3 (three) days after their detection
17	There shall be no standing water on pavement surface, no water logging in the centre		Immediate measures to be taken and water logging should be cleared within one hour
18	Drainage and Sewage	Should be operational throughout the year	Timely intervention with temporary measures within 4 (four) hours, permanent restoration within 7 (seven) days, depending on nature and intensity of work required.
19	Rain Water Harvesting	Should be operational throughout the year	Regular inspection and cleaning of gutters and downtake pipes, filters and tanks

The Operator shall follow the following timetable for routine cleaning of the Project Facility:

- **Daily Tasks:** Clean lavatories, sweep and wash floors, dust, clean (open) drains, empty dustbins, scrub kitchen tables. Toilets on all the floors are to be kept clean with proper ventilation, liquid soap, air fresheners and adequate availability of water always.
- **Weekly Tasks:** Clear cobwebs, clean doors and windows, kitchen walls,
- **Monthly Tasks:** Repairs, fumigation, wash curtains, cushion covers, water tanks.

II. Periodic Maintenance/ Renewal Activities

Apart from the routine maintenance work, periodic maintenance work shall be done by the Operator. All preventive maintenance work shall be listed and the time of their execution should be planned before hand at beginning of each year. For Periodic Maintenance/ Preventive Maintenance a register should be maintained specifying the dates & details of maintenance works undertaken. Further for Periodic Maintenance/ Preventive Maintenance work should be so organized that there is little inconvenience to the Users of Project Facility:

S. No.	Periodic Maintenance Activities	Time limit for Maintenance
1	Repainting of furniture, signage delineators, markings etc.	As per requirement
2	Repainting of Buildings and all other structures.	As per requirement
3	Repainting of carpentry work like joinery, doors, windows, ventilators, wooden furniture etc. in the offices, cabins, booths etc.	As per requirement
4	Resurfacing of Pavement	Routine repairs plus cleaning & filling of joints as required from time to time.
5	Mechanical Equipment	Minimum once in a year as per manufacturer's installation, operation and maintenance instruction manual.
6	Electrical Equipment	Minimum once in a year as per manufacturer's installation, operation and maintenance instruction manual. All Electric Meters shall checked once in a month to ensure that they are functioning and are showing correct readings.
7	Cleaning and disinfecting of water storage/ distribution tanks, water mains	Once in a month
8	Cleaning of manholes/ gully chambers/ inspection chambers and flushing of building sewers	Once in 6 (six) months
9	Collection of water samples for physical, chemical and bacteriological analysis of water	Once every 15 (fifteen) days
10	Roof Inspection	Once in a year and before monsoon to see and repair whether roof drainage is functioning properly. Also check for presence of leaks and historical information for leaks during long continued rain, leaks occurring every rain etc. Check exposure of bituminous coating due to loose or missing gravel or slag and fix it on an annual basis. Also check all flashing for wind damage, loss of bituminous coating, loose seams and edges, damaged caulking and curling, and exposed edges
11	Water proofing of roofs, terraces,	Once in 3 (three) years

	interior/exterior walls, and tanks etc.	
12	Analogous addressable fire detection, fire alarm and firefighting system	Once in a year including conducting of mockdrill.
13	Air Conditioning system	Twice during the season with cleaning of filters at regular intervals.
14	Pest Control	Atleast twice in a year or more frequently if required.

- Any fault in the building amenities which may include but not limited to Air conditioners, CCTV cameras, fire safety arrangements/ alarms, lifts, solar panels, switches, receptacles, wiring, other electrical equipment etc. shall be identified, tested and repaired within 24 hours of detection to prevent accidents.
- **Suggestions extended by NODAL OFFICER** – Operator shall comply with the suggestions/ directions given/ issued by the Nodal Officer from time to time within the time specified in this Schedule and where no time is specified then within such time as allowed by the Nodal Officer.

III. Major Maintenance Work

The Operator shall be responsible at his own cost, for all maintenance and repairs of the Project and all its components. The work shall conform to norms as laid down in HP PWD specifications/ MoT Guidelines/ BIS codes/ IS codes/ NBC codes for functional requirements of buildings etc. The performance standards shall match the service standard of comparable international practice for buildings.

2.6 PREPAREDNESS AND PREVENTION

- i. The preparedness and prevention standards are intended to minimize and prevent emergency situations at the Project Site. The Operator shall ensure that the Project Facility is operated and maintained in a manner that minimizes the possibility of a fire, explosion, and theft. The Operator shall provide and maintain requisite equipment including firefighting and adequate water supply, internal communication system & alarms and provisions for contacting local medical and police authorities in case of emergency.
- ii. The Operator shall prepare and maintain emergency preparedness plan for the Project Facility and train all the personnel working there in order to respond appropriately in such situation and carry out these plans in the event of an actual emergency.
- iii. Fire extinguisher, fire alarms and hydrants need to be maintained regularly by the Operator at the Project Facility. Any damage to firefighting equipment installed inside the Project Facility or in open space shall be rectified within 2 (two) days of detection. Fire extinguishers shall be replaced before the end of its expiry date.
- iv. In case of any emergency, the Operator should report and inform about the incident expeditiously to the Authority and the other concerned authorities.
- v. The Operator should remove visitors and provide them with a safe passage in case of any emergency.
- vi. Co-ordinate with the emergency services such as, trauma centers, hospitals, police stations, fire brigade office, etc.
- vii. Reorganize the operations with proper information, sufficient number or warning regulatory, information signs, displays or temporary change in visitor's circulation.
- viii. Attend to the affected area using manpower, machinery at The Operator's disposal.
- ix. Clear the affected site and arrange for repairs and make a report of the incident to the Authority.

- x. The Operator shall evolve a comprehensive recovery plan for the restoration of the breakdown in the operations. The plan must be documented by record keeping procedures. The recovery plan shall include the following components:
- a. Identify and prioritize essential facility functions for recovery.
 - b. Procedures for repairs / rebuilding / modifications, if any.
 - c. Contingencies for alternate data processing / protection of vital records.
 - d. Identify possible alternative traffic circulation / parking plans.
 - e. Documentation process for after action reports.

Schedule-I: 2 Star Category Hotel Guidelines

ANNEXURE – III

CHECKLIST OF FACILITIES FOR CLASSIFICATION / RE-CLASSIFICATION OF OPERATIONAL HOTELS

FACILITIES & SERVICES	1*	2*	3*	4*	5*/5*D	Yes/No	COMMENTS
GENERAL							
Full time operation 7 days a week in season	N	N	N	N	N		
Establishment to have all necessary trading licenses / Permissions	N	N	N	N	N		
Establishment to have public liability insurance	D	D	D	D	D		
24hr. lifts for buildings higher than ground plus two floors	N	N	N	N	N		Mandatory for all hotels. Local laws may require a relaxation of this condition. Easy access for the differently abled guests.
Bedrooms, Bathrooms, Public areas and kitchen fully services daily	N	N	N	N	N		
All floor surfaces clean and in good shape	N	N	N	N	N		Floor may be of any type.
GUEST ROOM							
Minimum 10 lettable rooms, all rooms with outside windows/ ventilation.	N	N	N	N	N		
Minimum size of bedroom excluding bathroom in sq.ft.	120	120	130	140	200		Rooms should not be less than the specified size. The area may include the vestibule and other covered area within the room but exclude outdoor verandah/ balcony. Single occupancy rooms may be 20 sq.ft. less.
Air – conditioning - % of Rooms	25%	25%	50%	100%	100%		Air –conditioning / heating depends on climatic conditions and architecture. Room Temperature should be between 20 to 28 degree Celsius.
A clean change of bed and bath linen daily and between check –in	N	N	N	N	N		Definitely required between each check – in. On alternate days for 1 & 2 Star category hotels.
Guest linen							Good quality linen to be provided.
Minimum bed width for single 90 cm and double 180 cm.	D	N	N	N	N		
Mattress thickness minimum 10 cm	D	D	N	N	N		Coir, foam or spring foam

Minimum bedding 2 sheets, pillow and case, blanket, mattress protector / bed cover	N	N	N	N	N	Blankets available in air conditioned room as per seasonal requirement in non A/C rooms. Mattress protector is 'desirable' in 1 Star and 2 Star category hotels and 'necessary' for the other categories.
Suite (2 rooms or 2 room-bays having a bedroom and separate sitting area, having one bathroom and one powder room.)	D	D	D	N	N	Minimum 1 suite. A suite must be sold as one room.
Hairdryers	D	D	N	N	N	Where not provided in bathroom, must be available on request. 3 Star, 4 Star, 5 Star and 5 Star Deluxe category hotels shall provide hair dryer facility in the room on complimentary basis. In 1 Star and 2 Star hotels, this facility will be made available on request on complimentary basis.
Safe keeping / in room safe	D	D	D	N	N	1,2, and 3 Star hotels to have facilities for safe keeping in the reception. All 4 Star, 5 Star and 5 Star Deluxe hotels shall provide a safe in the room.
Mini bar / Fridge All 3 Star hotels shall have facility of a mini fridge and all 4 Star, 5 Star, and 5 Star Deluxe hotels shall have a the facility of mini bar.	D	D	N	N	N	Contents must conform to local laws.
Drinking water with minimum one glass per guest.	N	N	N	N	N	All star category hotels to provide 2 sealed bottles of branded packaged drinking water of minimum 500 ml per person per day on complimentary basis. Ultra violet treated water will not be acceptable.
Guest Linen						Good quality linen to be provided.
Shelves / drawer space	N	N	N	N	N	Necessary for hotels of 1,2 and 3 Star category to have a wardrobe.
Wardrobe with minimum 4 clothes hangers per bedding	N	N	N	N	N	In one star or two star hotels, this may be without doors.
Sufficient lighting (1 lamp per bed)	N	N	N	N	N	

A 5 amp earthed power socket	N	N	N	N	N		
A bedside table and drawer	N	N	N	N	N		1 per twin bed and two for a double bed.
TV Cable if available	D	D	N	N	N		TV must have a remote. Exception: for eco and nature resorts TV cable is not mandatory for 3 Star to 5 Star Deluxe category hotels. However, it is mandatory that they provide a television with cable in the lobby or other common area.
A writing surface with sufficient lighting	D	D	N	N	N		
Chairs	N	N	N	N	N		Preferably one per bed
Waste paper basket	N	N	N	N	N		
Opaque curtains or screening at all windows	N	N	N	N	N		All 4 Star, 5 Star, and 5 Star Deluxe hotels shall have blackout curtains
A mirror at least half length (3 ft.)	N	N	N	N	N		
A stationary folder containing stationary	D	D	N	N	N		
A 'do not disturb' notice	N	N	N	N	N		
Night spread / bed cover	N	N	N	N	N		
Energy saving lighting	N	N	N	N	N		
Linen Room	N	N	N	N	N		Should be well ventilated
BATHROOM							
Number of rooms with attached bathrooms	All	All	All	All	All		All bathrooms to have a sanitary bin with lid.
Minimum size of bathroom in square feet	30	30	36	36	45		25% of bathrooms in 1 & 2 Star hotels to have western style WC. For hotels built before 1.1.2012, the Minimum bathroom size may be relaxed by 10% (to be rounded off to the next integer) provided the total size of the room and the bathroom taken together are as follows: 1 Star & 2 Star – 150 sq. ft., 3 Star-166 sq. ft., 4 Star – 176 sq. ft., 5 Star & 5 Star Deluxe – 245 sq. ft.

1 bath towel and 1 hand towel to be provided per guest	N	N	N	N	N		
Bath Mat	D	D	N	N	N		
Guest toiletries to be provided. Minimum 1 new soap per guest.	N	N	N	N	N		Quality products depending on Star category.
Bottled toiletry products to be provided.	D	D	D	N	N		
Clothes - hooks in each bath / shower room	N	N	N	N	N		All star category hotels shall provide two (2) clothes hooks in the bath / shower room
Sanitary bin	N	N	N	N	N		These must be covered
Each western WC toilet to have a seat with lid and toilet paper.	N	N	N	N	N		
All Star hotels shall provide water sprays or bidets or washlets or other modern water based post- toilet - paper hygiene facilities.	N	N	N	N	N		
Floors and walls to have non - porous surfaces	N	N	N	N	N		
Hot and Cold running water available 24 hours	N	N	N	N	N		
Shower cabin	N	N	N	N	N		A shower with shower curtain will suffice where shower cabin is not available.
Bath tubs				D	D		
Water saving taps and showers	N	N	N	N	N		
Energy saving lighting	N	N	N	N	N		
PUBLIC AREA							
Lounge or seating area in the lobby	N	N	N	N	N		Lobby shall have furniture and fixtures which shall include chairs / arm chairs, sofa, tables and fresh floral display. Door man on duty for 4 star categories and below 4 star categories, the presence of a door man on duty in the lounge or sitting area in the lobby shall not be mandatory. However, in such areas, the presence of staff on duty shall be obligatory around the clock 24/7

Reception facility	N	N	N	N	N	Manned minimum 16 hours. Call service 24 hours. Local directions to hotel including city street maps to be available.
Valet (parking) services to be available	D	D	N	N	N	
Availability of Room, F&B and other tariff	N	N	N	N	N	
Heating and cooling to be provided in public areas	-	-	-	N	N	Temperatures to be between 20 degrees Celsius to 28 degrees Celsius. Air – conditioning in common areas like lobby, restaurants, verandahs, bar where they are open to nature on one or more sides, shall not be mandatory for beach, lake, backwater, river, hill, mountain, forest or nature hotels & Resorts.
Public rest rooms for ladies and gents, a wash basin with running hot and cold water, a mirror, a sanitary bin with lid in unisex 7 ladies toilet.	N	N	N	N	N	
ROOM AND FACILITIES FOR THE DIFFERENTLY ABLED GUEST						
At least one room for the differently abled guest	N	N	N	N	N	The room shall have low height furniture, low peep hole, cupboard with low clothe hangers, audible and visible (blinking light) alarm system and doorbell. The almirah / cupboard doors in the differently abled room should be sliding to enable opening the same by the differently abled person. Blinking light in the room and bathroom should also be connected with the door bell for the hearing impaired. Cordless telephone in the room. Direct calling facility to the front desk or operator.
Bathroom	N	N	N	N	N	Door width for room of the differently abled persons and bathroom of such rooms should allow easy accessibility of wheel chair made available by the hotel).

						<p>For new hotels coming up after 01.04.2017, the minimum door width of such rooms and their bathroom shall be minimum 90 cm.</p> <p>The door width of the room and bathroom for differently abled persons in existing hotels shall be 90 cm. with effect from 01.04.2023</p> <p>Bathroom for the differently abled guest shall have suitable fixtures like low wash basin with wheel chair accessibility, low vanity unit, Wall mounted seat in shower area, hand shower, Grab bars net to the WC and shower area.</p>
Ramps with anti-slip floors at the entrance. Minimum door width should be one meter to allow wheel chair access	N	N	N	N	N	<p>Fixed and anti – slip ramp to be provided in all public areas.</p> <p>Free accessibility in all public areas, and to at least one restaurant in 5 star and 5 star deluxe hotel.</p>
Public Restrooms	N	N	N	N	N	<p>All star category hotels should have a public restroom for differently abled guests (unisex) with minimum door width which allows easy accessibility of wheel chair (made available by the hotel). Low height urinal with grab bars.</p> <p>For new hotels coming up after 01.04.2017, the minimum door width of such public rest room (unisex) shall be minimum 90 cm.</p> <p>For existing hotels, the minimum door width of public restroom (unisex) shall be mandatory after 01.04.2023</p>

FOOD & BEVERAGE OUTLETS						
1 Star & 2 Star						1 & 2 Star categories should have minimum one dining room serving all meals.
3 Star Category						One Multi – cuisine Restaurant cum Coffee Shop open from 07.00 am. To 11.00 pm. And 24 hr. Room Service.
4 Star category (with alcohol service or with no alcohol service)						<p><u>Grade A cities:</u></p> <p>One Multi – cuisine Restaurant cum Coffee Shop open from 07.00 am. To 11.00 pm., one specialty Restaurant and 24 hr. Room Service.</p> <p>The specialty Restaurant may either be indoors with air-conditioning, or outdoors. The Specialty Restaurant must serve specific form of cuisine. The Specialty Restaurant may be open for lunch / dinner.</p> <p><u>Cities other than grade A cities:</u></p> <p>One Multi – cuisine Restaurant cum Coffee Shop open from 07.00 am. To 11.00 pm. and 24 hr. Room Service.</p>
5 Star category (with alcohol service or with no alcohol service) and 5 Star Deluxe						<p><u>Grade A cities:</u></p> <p>One 24 hour Multi Cuisine Restaurant cum Coffee Shop, one Specialty Restaurant and 24 hr. Room Service.</p> <p>The Specialty Restaurant may either be indoors with air – conditioning, or outdoors. The Specialty restaurant must serve specific form of cuisine. The Specialty Restaurant may be open for lunch / dinner.</p> <p><u>Cities other than Grade A cities:</u></p> <p>One 24 hour Multi Cuisine Restaurant cum Coffee Shop and 24 hr. Room Service. One Specialty Restaurant would be desirable.</p>

Grade A: Delhi, ** Mumbai, Kolkata, Chennai, Bangalore, Pune, Hyderabad, Secunderabad.							
Note: The Ministry of Tourism may review and revise the cities falling under the Grande 'A' from the time to time.							
** Delhi would include the hotels falling Gurgaon, Faridabad, Ghaziabad, Noida, And Greater Noida"							
Crockery and glassware	N	N	N	N	N		Plastic ware acceptable in pool area.
Cutlery to be at least stainless steel	N	N	N	N	N		All category hotel should see good quality metal cutlery. Aluminum cutlery is prohibited.
Bar	D	D	D	N	N		Bar will not be mandatory wherever bar licence is prohibited as per local law. Wherever bar is allowed as per local law, the hotel will have to first obtain bar license before applying to the Ministry of Tourism for Classification of the hotel. Liquor shops/ liquor stores will not be considered while granting classification under 'with alcohol' category.
KITCHEN / FOOD PRODUCTION AREA							
Refrigerator with deep freezer	N	N	N	N	N		Capacity based on quantum of F&B Operations.
Segregated storage of meat, fish and vegetables	N	N	N	N	N		Meat, fish and vegetables to be kept in separate freezers
Tiled walls, non slip floors	N	N	N	N	N		
Colour coded synthetic chopping boards	N	N	N	N	N		Wooden chopping boards
Head covering for production staff	N	N	N	N	N		
Daily germicidal cleaning of floors	N	N	N	N	N		
Good quality cooking vessels / utensils	N	N	N	N	N		Use of aluminum vessels is prohibited except for bakery
All food grade equipment containers.	N	N	N	N	N		
Drinking water	N	N	N	N	N		Water treated with UV+ filtration
Ventilation system	N	N	N	N	N		
Garbage to be segregated – wet and dry	N	N	N	N	N		To encourage recycling
Wet garbage area to be air-conditioned.	D	D	N	N	N		
Receiving areas and stores distinct from garbage area.	N	N	N	N	N		Should have sink with table surface, weighing machine

							quality control and pre wash area.
Six monthly medical check ups for production staff	N	N	N	N	N		Records to be submitted along with pathological records to HRACC during inspection of the hotel
First aid training for all kitchen staff	N	N	N	N	N		
Pest control	N	N	N	N	N		Record to be shown to the HRACC during inspection of the hotel
STAFF							
Staff uniforms for front of the house.	N	N	N	N	N		Uniforms to be clean and in good condition.
English speaking front office staff	D	D	N	N	N		This may be relaxed outside the metros / sub-metros for 1 Star and 2 Star category hotels.
Percentage of Supervisory staff	20%	20%	40%	40%	80%		Hotels of 4 Star category and above should have qualified Heads of Departments. The supervisory or the skilled staff may have training or skill certification as follows: Degree / Diploma from Central or Star IHMs/ FCIs or from NCHMCT affiliated IHMs or from other reputed Hospitality Schools.
Percentage of skilled staff	20%	20%	30%	30%	60%		The supervisory or the skilled staff may have training or skill certification as follows: Degree / Diploma from Central or Star IHMs/ FCIs or from NCHMCT affiliated IHMs or from other reputed Hospitality Schools. Skill training certificate issued under the guidelines and scheme of the Ministry of Tourism
STAFF WELFARE FACILITIES							
Staff Rest Rooms	D	D	N	N	N		Separate for male and female employees, with bunk beds. Rooms should be well lighted and ventilated
Staff locker Rooms	D	D	N	N	N		
Toilet facilities	N	N	N	N	N		Full length mirror, hand dryer with liquid soap dispenser
Separate Dining area & Facility	D	D	N	N	N		

CODE OF CONDUCT FOR SAFE & HONOURABLE TOURISM							
Display of pledge	N	N	N	N	N		Pledge to be displayed prominently in the staff/ back areas / office premises of all the Heads of Departments (HODs)
Training for 'Code of Conduct for safe & Honourable Tourism'	N	N	N	N	N		At time of Joining (orientation programme and subsequent in – house training)
Maintenance of Action Taken Report with regards to compliance of the provisions of the Code.	N	N	N	N	N		Signatories of the 'Code of Conduct' to maintain record of action taken in compliance of the provisions of the code.
Focal points / Nodal officers	N	N	N	N	N		Two nodal officers to be nominated (from HRD and Security side etc.) for hotel with more than 25 personnel and one focal point for hotel with less than 25 personnel.
GUEST SERVICES							
Provision for wheelchair for the differently abled guest	N	N	N	N	N		Wheel chair to be made available on complimentary basis in hotels of all categories.
Valet (parking) services to be available	D	D	N	N	N		
Dry cleaning / laundry	D	D	D	N	N		In house for 5 Star Deluxe hotels. For 5 Star category and below, may be outsourced.
Tea / coffee making facility in the room	D	D	D	N	N		Tea / coffee making facilities in the room to be made available on complimentary basis in all 4 Star, 5 Star and 5 Star Deluxe hotels.
Iron and Iron Board facility	N	N	N	N	N		Each hotel up to the level of 4 star to have a number of irons and ironing board equal to 20% of the number of lettable rooms, to be provided to a resident guest on request. 5 star and 5 star deluxe hotels to have iron and ironing board in every lettable room.
Paid transportation on call	D	D	N	N	N		Guest should be able to travel from hotel
Shoe cleaning shoe horn & slippers	D	D	D	N	N		Free facility to be provided for in house guest
Ice (from drinking water) on demand	D	D	N	N	N		Complimentary on request
Acceptance of common credit cards and facility/ infrastructure for accepting/ making payments by digital transactions	N	N	N	N	N		
Assistance with luggage on request	N	N	N	N	N		

A public telephone on premises. Unit charges made known	D	D	N	N	N		There should be at least one telephone no higher than 24" from floor level in 5 and 5 Star Deluxe (to also cater to differently abled guest)
Wake – up call service on request	N	N	N	N	N		
Messages for guests to be recorded and delivered	N	N	N	N	N		A prominently displayed message board will suffice for 1 & 2 Star Categories
Name address and telephone number of doctors with front desk	N	N	N	N	N		Doctor on call in 3,4,5 & 5 Star Deluxe
Stamps and mailing facilities	D	D	D	D	D		
Newspapers available	D	D	D	N	N		This may be placed in the lounge for 1,2,& 3 Star hotels
Access to travel desk facilities	N	N	N	N	N		This need not be on the premise for 1,2&3 Star categories
Left luggage facilities	D	D	N	N	N		This must be in a well secured room / 24 hours manned area. All 4 Star, 5 Star and 5 Star Deluxe hotels shall provide luggage racks, portable or fixed, for two large suitcases. This will be stated on the hotel's website under the head 'Facilities and Amenities provided on complimentary basis' and mentioned to guest while checking in.
Provision for emergency supplies toiletries / first aid kit	D	D	N	N	N		
Health – Fitness and Barber's Shop	D	D	D	D	N		Indian system of treatments should preferably be offered
Beauty Salon and Barber's Shop	D	D	D	D	D		
Florist	D	D	D	D	D		
Utility shop / kiosk	D	D	D	D	D		The presence of a utility kiosk / shop will not be a mandatory condition for classification under 1 to 5 Star Deluxe categories. NO separate book shop shall be necessary.
Money changing facilities	D	D	D	D	D		Money changing facility to be made available.
SAFETY & SECURITY							
Metal detectors (door frame or hand held)	D	D	N	N	N		
CCTV at strategic location	N	N	N	N	N		

X-Ray Machine	D	D	D	D	N		For 5 Star Deluxe category, it would be 'Necessary' to have an x-ray machine at the guest entrance for screening of baggage Manual check may be conducted for staff and suppliers at designated entry points.
Under belly scanners to screen vehicles.	D	D	D	N	N		
Verification	N	N	N	N	N		All hotels should conduct antecedent verification of their staff and suppliers by the Police / private security.
Staff trained in firefighting Drill	N	N	N	N	N		All hotels to conduct periodic fire drills and maintain 'Manuals' for disaster management, First Aid and Fire Safety
Security arrangements for all hotels entrances.	N	N	N	N	N		
Each bedroom door to be fitted with lock and key, viewport / peephole & internal securing device.	D	D	N	N	N		A safety chain / wishbone latch is acceptable in place of viewport / peephole.
Smoke Detectors	N	N	N	N	N		These can be battery operated.
Fire and Emergency alarms should have visual & audible signals.	N	N	N	N	N		
First aid kit with over the counter medicines at the front desk	N	N	N	N	N		
Fire Exit Signs on guest floors with emergency / backup power.	N	N	N	N	N		
COMMUNICATION FACILITIES							
Telephone facility within arm's reach of the toilet seat	D	D	D	N	N		
Provide at least two multi – purpose sockets	N	N	N	N	N		All Star hotels shall provide at least two multi-purpose sockets capable of handling US, European Community and Japanese plugs at or just above the table level. It should be possible for guest to charge a laptop and cell phone simultaneously. This condition shall be applicable to all new hotels that will start operating from 01.04.2016. For the hotels which have come into operation before 31.03.2016 this parameter will be applicable from 01.04.2022. However, till such time as this facility is

							provided on a permanent basis, it will be mandatory for all Star hotels to provide multi-socket adapter plugs on request.
A telephone for incoming & outgoing calls in the room	D	N	N	N	N		4 star and above should have direct dialing and STD / ISD facilities. 1,2 and 3 Star category hotels may go through a telephone exchange.
PC available for guest use with internet access	D	D	N	N	N		This can be a paid service. Upto 3 Star, PC can be in the executive offices. Internet subject to local access being available.
E-mail service	D	D	N	N	N		Subject to local internet access being available.
Fax, photocopy and printing Services.	N	N	N	N	N		
In room Internet / wi-fi connection	D	D	D	N	N		Subject to local internet access being available. Wi-Fi wherever possible.
Business Centre	D	D	D	N	N		This should be a dedicated area. (This provision may be relaxed for resort destinations, tourist and pilgrimage centers).
Swimming Pool	D	D	D	D	N		This can be relaxed for hill destinations. Mandatory to have trained Life Guard, Board containing Do's and Don'ts, No Diving sign, pool depth etc. should be displayed at a strategic location in the pool area. All 4 Star, 5 Star and 5 Star Deluxe hotels shall provide a luminous LED wall clock with numerals of three inches or more on display near their swimming pools
Parking Facilities	D	D	N	N	N		Should be adequate in relation to the number of rooms & banquet / convention hall capacity. Exclusively earmarked accessible parking nearest to the entrance for differently abled guest.
Conference Facilities.	D	D	D	D	N		
ECO FRIENDLY PRACTICES							
Sewage Treatment Plant	N	N	N	N	N		A Sewage Treatment Plant will not be a mandatory condition for hotels which have obtained completion certificate for construction before 01.04.2012.

Rain Water Harvesting	N	N	N	N	N		
Waste management	N	N	N	N	N		
Pollution control methods for air, water and light	N	N	N	N	N		
Introduction of non CFC equipment for refrigeration and air conditioning and other Eco-friendly measures / initiatives.	N	N	N	N	N		
Checklist of Services and Facilities (Annexure III)							
D Desirable							
N Necessary							
There is no relaxation in the 'Necessary' criteria of the Checklist of Services and Facilities (Annexure II), except as specified in the comments column of said checklist.							
Note 1.							
All hotels should clearly indicate on their websites the facilities and amenities provided to guests "free of cost" like complimentary breakfast (indicating broad classification like Indian breakfast, Continental breakfast or American breakfast), iron and iron board facility, shoe cleaning facility, shoe horn and slippers, other "free" facilities like dental kit, shaving kit etc.							
If any facility is provided only 'on request' but is included in the room rent, this should be mentioned on the hotel's website under the head ' Facilities and Amenities Provided on complimentary basis ' and also be mentioned to the guest when the hotel staff introduce the room to him / her on arrival. In case the 'complimentary breakfast' is not a buffet, the guest must be shown a list stating in English the name of all complimentary items.							
(All hotels shall submit a compliance of Note 1 in the form of a screen shot of their website showing the "Facilities & Amentias provided on complimentary basis")							
Note 2.							
It will be mandatory for all the hotels classified under all category to display their classification status prominently on their websites under a separate icon on the opening page, which on the click will display the order of classification issued by the Ministry of Tourism, Government of India, and at the reception.							
Note 3.							
All the hotels shall be required to submit an affidavit with respect to clearances along with their applications for approval of Hotel at the Project Stage and for Classification / Re-classification of Operational Hotels, as given in Annexure V and VI respectively.							
Note 4:							
a. If any hotel is found to obtain classification on a false pretext or on the basis of misrepresentation of facts, or is found to display wrong classification status, or found to promote / market the hotel on the basis of wrongful claims pertaining to hotel classification, then the unit / hotel will stand declassified with immediate effect and it shall be debarred from applying for classification under any category for a minimum period of two years from the date of debarment by the competent authority i.e. the Chairman, HRACC.							
b. If a hotel which has applied for classification under any category to the Ministry of Tourism is found to display false classification status, or found promote / market the hotel on the basis of wrongful claims pertaining to hotel classification, then the application for classification of the unit / hotel will stand summarily rejected and it shall be debarred from applying for classification under any category for a minimum period of two years from the date of debarment by the competent authority i.e. the Chairman, HRACC.							
c. In case of debarment, a hotel, which is found to otherwise fulfil to the satisfaction of the inspection committee, all criteria pertaining to the classification parameters of the star / heritage category under which it was found to wrongfully promote itself, will have the one-time opportunity for revocation of the debarment by paying a penalty prescribed below. Such observation of the committee, if any, will							

have to be recorded in the inspection marks sheet by the committee. However, if a hotel is found to evoke the grounds for debarment mentioned hereinabove, at any point of time subsequent to the one-time revocation, it shall be declassified (if classified earlier) and debarred from applying for classification under any category for a minimum period of two years from the date of debarment by the competent authority i.e. the Chairman, HRACC.

Amount of Penalty to be paid for one time revocation of debarment:

- 1 Star – Rs. 25,000.00
- 2 Star – Rs. 50,000.00
- 3 Star – Rs. 1.00 lakh
- 4 Star – Rs. 2.00 lakh
- 5 Star & 5 Star Deluxe – 3.00 lakh

Hotels that have been debarred from applying for classification prior to these guidelines coming into force, will also be extended a one-time opportunity for revocation of the debarment by paying a penalty as prescribed above. However, the conditions specified under this Note shall be applicable to such hotels.

- d. However, this Note shall not be applicable to hotels that have successfully applied online for "RE-CLASSIFICATION", for the interim period between the date of expiry of the period of the previous classification and date of final decision on their application for re-classification.
