

S. No.	Clause	Query	Response/ Clarification
A. Request for Proposals			
1.	1.1.5 Annexure B -1	<p>Covered exhibition area of Phase 1: In Clause 1.1.5 the space of the ECC is described. Further to this Annexure 1 and Operation Services Agreement Schedule A Annex 1 detail the floor area (FAR) of the covered exhibition space. According to the table “Area Statement of Proposed Buildings” in Annexure 1 the floor area (FAR) of the covered exhibition space (hall 1 and hall 2) amounts to 60,935.00 sqm. According to the Operation Services Agreement Schedule A Annex 1 covered exhibition space is approximately 70,000 sqm.</p> <p>Query: Which of the FAR figures applies to the covered exhibition space of Phase 1 (halls 1 and 2): 60,935.00 sqm or 70,000.00 sqm?</p>	Refer Annexure B1 of the RfP. The RfP remains unchanged.
2.	2.1.3	<p>Future Developments:</p> <p>(a) What is the specific location at which the Future Development is to take place?</p> <p>(b) In case future development is commissioned after the 7th year, and if the Operator decides to exercise its right to terminate the contract, is it possible for the Operator to receive a termination payment which shall be compensate its losses for the early termination of the contract?</p> <p>(c) In case future development is commissioned after the 7th year, and if the Operator decides not to exercise its right to terminate the contract, is it possible for the Operator to receive a compensation payment which shall corresponds to the loss of opportunity to operate the Future Development?</p> <p>(d) Does the SPV intend to proceed with the Future Development in a case where the Future Development can adversely impact the Operator’s occupancy levels or where the Operator otherwise has concerns regarding the Future Development?</p> <p>(e) In relation to any Future Development, will the Operator’s obligation relate to a new period of 15 (fifteen) years or for the balance term of the Agreement?</p> <p>(f) Are there any situations in which the Operator can continue under the Agreement but not proceed with any Future Development?</p>	<p>(a) Please refer the Annexure B1 (Master Plan) and Annexure B2 (Phasing Plan) of the RfP.</p> <p>(b) No. The RfP remains unchanged.</p> <p>(c) The RfP remains unchanged.</p> <p>(d) The RfP remains unchanged.</p> <p>(e) The RfP remains unchanged.</p> <p>(f) No. The RfP remains unchanged.</p>
3.	2.1.3(i)	<p>Incorporation of Applicant’s special purpose company: The clause requires the incorporation of a special purpose company under Indian law to enter into the operation services agreement as specified in the RFP. For foreign</p>	The RfP remains unchanged.

S. No.	Clause	Query	Response/ Clarification
		<p>companies it will be easier to enter directly into the operation services agreement without incorporating a special purpose company.</p> <p>Please consider relaxing the requirement of the incorporation of a special purpose company under Indian law, in order to allow foreign companies entering directly into the operation services agreement when having an office in the National Capital Region of Delhi.</p>	
4.	2.1.3 (i), (ii), (iii) & (iv)	<p>(a) According to contract, operator needs to set up a SPV within 30 days from signing of LOA. Based on our experience, a 90 days limit would be more realistic. Will it be possible to extend this to 90 days instead?</p> <p>(b) When is the projected COD and starting date of Design Phase as there is no indication of this in the document?</p> <p>(c) Will the annual consultancy fee payable to the operator during design phase be adjusted based on the WPI if the design phase lasts more than a year?</p> <p>(d) Will the applicable taxes for the Consultancy Fee be payable by SPV?</p> <p>(e) Will the expenses and taxes of Key Personnel's stay in India for design phase be paid for by SPV given the extended duration of time?</p> <p>(f) Is the consultancy fee of 5,00,00,000 (Rupees Five Crore) negotiable?</p>	<p>(a) No. The RfP remains unchanged.</p> <p>(b) Please refer to clause 2.1.3(iv) of the RfP. The expected COD is 22 (twenty two) months from the start of works of EPC Contractor. The RfP remains unchanged.</p> <p>(c) No. The RfP remains unchanged.</p> <p>(d) Taxation as per prevailing statutory requirements and guidelines</p> <p>(e) No. The RfP remains unchanged.</p> <p>(f) No. The RfP remains unchanged.</p>
5.	2.1.3(v)	<p>(a) Is the Annual Licence Fee 20% of Gross Revenue or MAG whichever is higher, or the sum of 20% of Gross Revenue and MAG?</p> <p>(b) Is there a maximum cap of the 20% of Gross Revenue to be paid?</p>	<p>(a) The RfP remains unchanged.</p> <p>(b) No. The RfP remains unchanged.</p>
6.	2.1.3(v)	<p>Annual Licence Fee:</p> <p>Operator shall, commencing from the Commercial Operation Date (COD), be liable to pay to the SPV, on an annual basis, an amount (the "Annual Licence Fee") equal to the greater of: 20% (twenty percent) of the Gross Revenues from the Operation Services; and The minimum annual guaranteed amount quoted by the Applicant pursuant to this RFP (the "MAG") Based on assessment of Indian exhibition and congress market, customer requirements and competitive benchmarking Dwarka ECC within current planning parameters and "Annual License Fee" liability scheme reveals limited attractiveness for operation:</p> <p>(a) In the operational ramp up curve for Dwarka ECC within current planning parameters significant initial financing demand is expected from the Operator</p> <p>(b) Current planning with total build-up area of 360 thsd sqm (FAR) strongly limits efficient operation of the centre for the Operator due to high maintenance costs.</p>	The RfP remains unchanged.

S. No.	Clause	Query	Response/ Clarification
		<p>Especially the final size of the foyer after "new development" is deemed to be strongly inefficient for targeted economical operation</p> <p>(c) Functional disadvantages, especially over dimensioned hall sizes with foldable partition and curtains, strongly reduce customer market attractiveness and take away a strong potential market USP of Dwarka ECC. Ideal hall sizes based on international benchmark and on clearly identified customer requirements from leading domestic and international organizers on the Indian market are 10 thsd sqm</p> <p>(d) Construction of "new development" in one phase to total build up area of 250 thsd sqm (FAR) covered exhibition space till the 7th year after start of operation, does not reflect market demand resulting in underutilization of centre based on international benchmark. High additional operational costs, especially maintenance and HVAC, limit the profitability assessment from Operator perspective. Extension phases and sizes should be closely aligned with the Operator reflecting market demand</p> <p>(e) New construction of exhibition and convention capacities at Pragati Maidan could highly affect attractiveness of the exhibition and convention facilities at Dwarka ECC. Realization of Pragati Maidan project with similar domestic and international target groups will create strong oversupply.</p> <p>Query: Please consider review of inadequate annual licence fee scheme</p>	
7.	2.1.3 (vii)	<p>Future Development: According to the clause the Future Development of additional exhibition space shall be undertaken in consultation with the operator.</p> <p>Query: Please specify the understanding of "in consultation". Namely, will requests of the Operator to postpone extensions to later dates be met by the SPV?</p>	No. The RfP remains unchanged.
8.	2.1.7	<p>Right of first refusal</p> <p>(a) What is intended to be covered under "other projects"?</p> <p>(b) Will this also cover other exhibition centers?</p> <p>(c) Is it possible to insert a non-competition undertaking for these other projects if the Operator is not awarded the right to operate these projects?</p>	<p>(a) Please refer to Corrigendum No. 1 dated November 17, 2017</p> <p>(b) No. The RfP remains unchanged.</p> <p>(c) The RfP remains unchanged.</p>

S. No.	Clause	Query	Response/ Clarification
9.	2.1.7	<p>(a) Will this be extended to our existing assignments which we have engaged prior to this tender? Some of our existing assignments have been engaged on a G-to-G level.</p> <p>(b) Can we clarify that this clause dealing with conflicts with other assignments within a distance of 100km from the ECC only applies to the Applicant/Operator and not to Associates.</p>	<p>(a) Yes. The RfP remains unchanged</p> <p>(b) Yes. The RfP remains unchanged.</p>
10.	2.1.7	<p>Operators right of first refusal: The right of first refusal refers to a multipurpose arena or other projects planned by the SPV within the Site.</p> <p>Query:</p> <p>(a) Is the understanding correct that such right of first refusal applies only if the Operator participates in a respective bid process?</p> <p>(b) Is there any obligation for the Operator to operate or maintain other projects than the exhibition centre and the convention centre?</p>	<p>(a) Yes. The RfP remains unchanged.</p> <p>(b) No. The RfP remains unchanged.</p>
11.	2.3.1	<p>(a) Must the bid security be from an India Bank or can it be from a Singapore/international bank? What are the banks listed in the list of scheduled Indian Bank</p> <p>(b) For the sake of timeliness and in the interest of time, would it be possible to submit a banker's guarantee for the application drawn on an overseas bank (including those overseas banks who have local Indian subsidiaries) in lieu of the bank guarantee drawn on a local Indian bank?</p> <p>(c) For application fee, can the cheque be drawn from an international bank?</p> <p>(d) Please advise what a "scheduled Indian bank"? Does it include all the banks listed in this list? http://www.bcsbi.org.in/LOM_ScheduledCommercial.html</p> <p>(e) Can the bid security be submitted by an Associate of the Applicant on behalf of the Applicant?</p>	<p>(a) Yes, subject to such bank having local Indian subsidiary.</p> <p>(b) Yes, subject to such bank having local Indian subsidiary.</p> <p>(c) No. The RfP remains unchanged.</p> <p>(d) Scheduled Bank means a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934.</p> <p>(e) No.</p> <p>For (a) to (e), RfP remains unchanged.</p>
12.	2.4.4	<p>(a) An exemption to the Conflict of Interest is extended to ownerships by a bank, insurance company, pension fund or public financial institution. Would this exemption also apply to ownership by investment funds such as sovereign wealth funds?</p> <p>(b) What level of indirect ownership this clause is applicable to with respect to common shareholdings or common ownership interests. To illustrate, would Company A and Company D be considered to be in breach of the conflict of</p>	<p>(a) The RfP remains unchanged.</p> <p>(b) Please refer to the definition of 'control' read with the definition of the term 'Associate'.</p> <p>(c) Yes.</p>

S. No.	Clause	Query	Response/ Clarification
		<p>interest in the below situation whereby Company Z (a conglomerate with a number of different business units) indirectly owns both companies through a number of ownership layers?</p> <div style="text-align: center;"> <pre> graph TD Z[Company Z] --> C[Company C] Z --> E[Company E] C --> B[Company B] B --> A[Company A] E --> D[Company D] </pre> </div> <p>(c) The definition of Associate in clause 2.4.4 “means, in relation to the Applicant, or its members, a person who controls, is controlled by, or is under the common control with such Applicant or member.” Can we clarify whether the word “person” as underlined is extended to an entity, such that, for example, a company that controls the Applicant’s company is considered an Associate of the Applicant?</p>	
13.	2.4.8	<p>(a) Can the consortium be formed for the Design Phase, and the Lead Member be the sole operator for Operations Service phase?</p> <p>(b) Can the Lead Member hold full 100% of shareholding in Operations Service Phase?</p>	<p>(a) Yes.</p> <p>(b) Yes.</p>
14.	2.4.8(iii)	<p>Lead Member of Consortium: In case the Applicant is a Consortium, the clause requires that the Lead Member holds at least 51 % of the shareholding in the Operator. This will not be possible in case a Consortium is formed by three companies with equal shares.</p> <p>Query: Please consider relaxing the 51 % requirement for the Lead Member to allow Consortiums with equal shareholdings to participate in the bid process</p>	<p>The RfP remains unchanged.</p>

S. No.	Clause	Query	Response/ Clarification
15.	2.5.3	Is the Key Personnel's qualification the critical component for this tender? Does the Key Personnel need to be employed for full term of Operation Services Agreement or is it only during the Design Phase?	Please refer to Clause 2.15.2 of RfP
16.	2.5.3(i)	<p>Key personnel: The clause requests that key personnel must be permanent full time employees of the Applicant or its members.</p> <p>Query: (a) Please confirm whether an Applicant can use and rely on the fulltime employees of its parent company(ies) and subsidiary(ies). (b) Please specify the term "members" of the Applicant? Does it mean "Associates" like in clause 2.7.3?</p>	<p>(a) No. The RfP remains unchanged. (b) No. The RfP remains unchanged.</p>
17.	2.5.10 (ii)	<p>Annual License Fee:</p> <p>(a) Will all payments under the Agreement be made without considering taxes? For example, the RfP mentions that the MAG will be exclusive of taxes.</p> <p>(b) Are the fees stated in article 17.1.1 and 17.1.2 cumulative or, the fees stated in article 17.1.2 shall be considered as the minimum annual license fees to be paid by the Operator?</p> <p>(c) Considering the fees for the Future Development, is it possible to insert a difference between the price per net sqm and the price for gross sqm? Indeed, Annual License Fees for phase 1 has been fixed in consideration of a certain surface of "marketable" sqm, which shall be different in the Future Development.</p> <p>(d) Will the withholding right described in article 17.3 of the Agreement and 2.1.3 (iv) of the RfP, also apply in relation to minor or trivial breaches? Will the SPV provide prior notice to the Operator before any withholding? Will the withholding apply even if the payment does not relate to the breach in question?</p>	<p>(a) Yes. The RfP remains unchanged. (b) Please refer to relevant RfP clauses (c) Calculation of MAG for Future Development shall be on the basis of the built-up area, as approved by the relevant authorities (such as SDMC). The RfP remains unchanged. (d) The RfP remains unchanged.</p>
18.	2.7.3	<p>Technical and Financial Qualification Criteria: The clause requires that the Applicant or, in case of a Consortium; the Lead Member, or the Associate(s) of the Applicant or Lead Member, should fulfil the technical and financial qualification criteria.</p> <p>Query: In the case of a single entity as Applicant: Please confirm whether the Applicant can rely on the fulfilment of the technical and financial criteria by its parent company(ies)</p>	The RfP remains unchanged.

S. No.	Clause	Query	Response/ Clarification
		and subsidiary(ies) as Associates, without having to form a Consortium with such parent company(ies) or subsidiary(ies). In the case of a Consortium as Applicant: Please consider relaxing the requirement that the Lead Member meets the technical and financial criteria. Instead, it should be sufficient that the technical and financial criteria may be fulfilled by other members of the Consortium as well.	
19.	2.15.1	(a) Is it possible to reduce and standardize all the minimum years of experience to 5 years? (b) Is it possible to standardize the qualifications to graduate holders instead of post-graduate holders?	(a) No. The RfP remains unchanged. (b) No. The RfP remains unchanged.
20.	2.15.2	In the 50 (fifty) days stated, is it 50 calendar days or 50 working days?	Please refer to Corrigendum No. 1 dated November 17, 2017.
21.	2.1.16	Scope of the Project: Relating to provision of art 2.1.6 “It shall be deemed that by submitting the Proposal, the Applicant has... (f) Agreed to be bound by the undertaking provided by it under and in terms hereof.” May DMICDC specify whether there is a separate undertaking that this clause is referring to? If so, kindly share the format of that undertaking;	No. The RfP remains unchanged.
22.	Section 5	Scope of work of the Operator: In the “Request for Qualification cum Proposal for Detailed Design, Construction, Testing & Commissioning of the ECC on EPC Basis”, published on 14 October 2017 it is stipulated under “Part 2 Volume 1 2 Schedule D Annexure 3 Design Intents 3 of 5 “ that the Vertical foldable operable partition System in the exhibition halls is to be installed by the Operator. Section 5 of the “RFP Selection of Operator” includes no such requirement. Query: Please confirm that the installation and maintenance costs of hall partition system are not to be borne by the Operator.	Installation of hall partition system shall be done by SPV. The Operator shall bear the cost of maintaining hall partition systems.
23.	Form 3F	(a) For RFP Form 3F (technical and financial criteria), what is the purpose for the table “A. Event details” under Technical? Is this information surplus to the technical and financial qualification criteria stated in RFP 2.7.3? Is this a necessary criteria? Is it possible that the information requested under the table “A. Event details” be provided separately to RFP Form 3F (if this information is still required)? By including this table in RFP Form 3F, the auditors would need to audit the event	(a) Please refer to Corrigendum No. 1 dated November 17, 2017.

S. No.	Clause	Query	Response/ Clarification
		details provided which is potentially an onerous task to perform in the available time provided.	
24.	Form 3D	Is Form 3D of the RFP (format of bank guarantee) amendable? If there are proposed amendments to the format of the bank guarantee, does this need to be cleared with DMICDC beforehand?	Yes, subject to the bank guarantee be substantially in the format appended to the RfP.
25.	Annexure B1	Security: According to the Masterplan no enclosing railing, nor entrance gates on the roads to the ECC are planned. Query: Please confirm, whether these installations will be part of the Detailed Design.	Yes.
B. Operation Services Agreement			
26.	3.1.3	Permits and Approvals- assistance from SPV: Relating to provision of art 3.1.3 of the Agreement, “The SPV shall on a best effort and non-financial basis facilitate and assist the Operator in obtaining all approvals and Applicable Permits [...]. The SPV will provide all reasonable support and non-financial assistance to the Operator [...].” Will the “best efforts” standard prevail over the “reasonable support” standard being used here?	The OSA remains unchanged
27.	3.1.4 (g)	Taxes: (a) What type of taxes shall be due by the Operator according to art 3.1.4 (g)? (b) Does the DMICDC in a position to give the Operator an evaluation or the yearly financial burden represented by these taxes?	(a) Taxes as per prevailing statutory requirements (b) No. The RfP remains unchanged.
28.	4.1.3	Applicable permits & “as is where is” basis: (a) We understand that all applicable permits not mentioned in Schedule D are to be obtained by Operator. Hence, may DMICDC clarify how will the responsibility to obtain permits be divided amongst the SPV, the Operator and the contractor with reference to the COD? (b) Will the Agreement contain warranties from the SPV as to permits that are required to be in place by COD? (c) Operator will be handed over the possession on “as is where is” basis. Nevertheless, SPV will be liable for carrying out corrective maintenance and replacement and renewal activities. So could you confirm that this “as is where	(a) Please refer to clause 4.1.3(d) along with Schedule D. (b) No. The RfP remains unchanged. (c) The OSA remains unchanged.

S. No.	Clause	Query	Response/ Clarification
		is” basis” does not contravene to the maintenance breakdown set forth in Schedule B?	
29.	4.1.4	Conditions precedent: Provisions of art 4.1.4 c of the Agreement specifies: “delivered to the SPV a legal opinion from the legal counsel of the Operator with respect to the authority of the Operator to enter into this Agreement and the enforceability of the provisions thereof”. Why is the SPV requesting a legal opinion on enforceability of the Agreement from the Operator’s legal counsel? Isn’t this opinion to be provided by the SPV’s own legal counsel?	The OSA remains unchanged.
30.	5.1.3	Obligations of the Operator: Will the contractor also be subject to these building codes and construction/ development rules? Is the Operator’s role here limited to operational matters only?	Yes. The OSA remains unchanged.
31.	5.1.4, 18.1.3 & 23	Liability & Indemnification: Is it possible to limit the liability of the Operator to the same extent as the liability of the SPV? In article 23.1.2 of the Agreement, may we ask if there is a reason why debt repayment has been excluded here? What about any debt repayments that are reasonable?	(a) No. The OSA remains unchanged. (b) The OSA remains unchanged
32.	5.2.4	Selection of Subcontractor: In order to facilitate the operation, is it possible to switch SPV’s authorization vs SPV’s information of subcontract signed?	No. The OSA remains unchanged.
33.	5.3	Change of Ownership: Considering the fact that the Operator may form part of group of companies, whose mother company (or ultimate mother company) may be listed on the stock exchange: <ul style="list-style-type: none"> • Will change in ownership exclude debt-for-equity conversions that are involuntary and undertaken by third-party lenders? • Will there also be a carve out for any stock exchange listings within the Operator’s group? 	No. The OSA remains unchanged.
34.	8.1.1	Disclaimer: Considering the acknowledgement of the Operator in art 8.1.1, could the DMICDC indicate when all information listed in this article will be put at the Operator’s disposal or where it could get those documentation?	All information deemed necessary by DMICDC has been provided as part of Annexures to the RfP. The OSA remains unchanged.
35.	9	Security:	(a) No. The OSA remains unchanged.

S. No.	Clause	Query	Response/ Clarification
		<p>(a) For banking requirement, is it possible to insert fixed date for release of these securities or at least for issuing the vesting certificate?</p> <p>(b) In order to frame the risks on that contract, is it possible to:</p> <ul style="list-style-type: none"> • Limit the replenishment of the securities to one full replenishment for the duration of the contract • Insert a notice and a cure period before encashing the securities? <p>(c) Considering the provision of article 9.3 of the Agreement, "Upon occurrence of an Operator Default, the SPV shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Operator Default." Could the DMICDC explain what is intended to be covered under "relevant amounts and will this be limited to only liquidated damages and reasonably incurred costs?"</p>	<p>(b)</p> <ul style="list-style-type: none"> • No. The OSA remains unchanged. • Please refer to Clause 9.2 of OSA. <p>(c) The OSA remains unchanged.</p>
36.	10	<p>Right of Way & Procurement of the Site:</p> <p>(a) According to provision of article 10.2.1 of the Agreement, may DMICDC specify if the Operator's possession and use rights under the Agreement amount to a "lease" or a "licence" only?</p> <p>(b) Could you confirm the round-a-clock vigil over the Site shall be procured and maintained by the Operator only as from the date on which the Operator shall be authorized to enter the Site (delivery date) and not during the construction phase? (art 10.3)</p> <p>(c) We understand the Operator is responsible to maintain project free from encroachment. Will the SPV provide any warranty or certification in relation to pre-existing encroachments? (art 10.5)</p>	<p>(a) Licence only.</p> <p>(b) Please refer to relevant clauses of the OSA.</p> <p>(c) No. The OSA remains unchanged.</p>
37.	11.1 & 11.2	<p>Consultancy Services:</p> <p>We understood the Operator shall act as a consultant during the Design Phase, in order to improve the Operation management in the Venue. Nevertheless, scope of consulting set forth in art. 11.2 "Drawings" goes beyond this mission. Is it possible to reduce/frame the mission assigned to the Operator to the scope defined in art 11.1 excluding the duties stated in article 11.2?</p>	No. The OSA remains unchanged.
38.	13 & Schedule B	<p>Maintenance:</p> <p>(a) Could you specify the scope of the following undertaking "the Operator shall maintain, in conformity with Good Industry Practices, all Projects Facilities or</p>	<p>(a) The OSA remains unchanged</p> <p>(b) No. The OSA remains unchanged.</p> <p>(c) SPV shall be responsible for the same.</p>

S. No.	Clause	Query	Response/ Clarification
		<p>other structures situated on the Site but not forming part of the Maintenance Manual and Safety Requirements”? (art 13.1.5)</p> <p>(b) In consideration of the construction choices made by the SPV for the Projects Facilities, if these choices do not correspond to advises made by the Operator, as per article 11.1, the budget for maintenance to be carried out by the Operator shall vary. Therefore, is it possible to insert a revision clause in the contract?</p> <p>(c) Considering the maintenance breakdown stated in Schedule B, could the DMICDC specify who is liable for facades painting? (SCH B)</p>	
39.	Schedule B Annex -1	<p>Site Equipment :</p> <p>(a) In order to evaluate the financial commitment of either parties, is it possible to insert in the Contract to what extent the equipment, furniture, fixtures shall be taken in charge by the SPV for the Project, or, at least to insert in the contract the SPV's dedicated global budget (SH B -Annex 1)? For a better evaluation this list/budget shall be split between the Congress Centre part and the Exhibitions Park part.</p> <p>(b) Is the addendum stated in Schedule B-annex 1 shall be mutually agreed between the Parties (SH B -Annex 1)?</p> <p>(c) How many parking spaces shall be dedicated to the Operator? Shall these parking spaces be free of charges/fees for the Operator, or for the clients? (SH B -Annex 1)</p>	<p>(a) Please refer to relevant clauses of the OSA</p> <p>(b) Yes. The OSA remains unchanged.</p> <p>(c) No parking space shall be dedicated to the Operator.</p>
40.	14.3	<p>Monthly Revenue Statement:</p> <p>Can the deadline be extended to 14 (fourteen) days instead of 7 (seven) days?</p>	No.
41.	16	<p>Transfer on Expiry of the Term:</p> <p>(a) According to provision of article 16.2.3, “Any deficiency that is not due to normal wear and tear in normal course of the usage of the facility will be repaired by the Operator within a period of 60 (sixty) days of the end of Term”. Will this also exclude any deficiencies that cannot be attributed to the Operator’s default? For example, deficiencies caused by the SPV itself or the SPV’s personnel, representatives and advisers.</p> <p>(b) Is it possible to insert a procedure to state that any immoveable or moveable assets which has been authorized by the SPV shall be taken over by the latter at net book value on expiry of the Term? (art 16.3.1 (f))</p>	<p>(a) Please refer to Corrigendum No. 1 dated November 17, 2017.</p> <p>(b) No. The OSA remains unchanged.</p> <p>(c) No. The OSA remains unchanged.</p> <p>(d) Please refer to Corrigendum No. 1 dated November 17, 2017.</p>

S. No.	Clause	Query	Response/ Clarification
		<p>(c) In order to secure the employment, is a provision stating that, if SPV or its assignee continue to operate the Site, it continues the employment of the employee, may be inserted? (art. 16.4)</p> <p>(d) According to provision of article 16.6 “Until transfer in accordance with this Clause 16, the Project and the Project Assets shall remain at the sole risk of the Operator except for any loss or damage caused to or suffered by the Operator due to any act or omission or negligence on the part of the SPV under this Agreement”; Will this also extend to loss/damage arising in relation to the acts of the SPV’s personnel, representatives and advisers?</p>	
42.	17.3	<p>Annual Consultancy Fees: In consideration of the reply to question relating to the scope of consultancy services is it possible to revise/adjust the consultancy fees?</p>	The OSA remains unchanged.
43.	18.1.1	<p>Project Revenues: Will there be any fee caps, or other restrictions, on the fees payable to the Operator by the Users?</p>	No. The OSA remains unchanged.
44.	18.1.2	<p>Fee Diversion: The Operator shall use the services of subcontractor to operate the Project. These subcontractors shall be either third parties or, sometimes, companies forming part of the same group of companies because of their specific capabilities. Therefore: (a) Will there be an “ordinary course of business” carve out for this provision? (b) Will this also cover and restrict discounts provided to the Users by the Operator? (c) Will there be an exemption for subsidiaries, because the Operator may need to outsource certain services to its subsidiaries?</p>	<p>(a) The OSA remains unchanged. (b) The OSA remains unchanged. (c) The OSA remains unchanged.</p>
45.	18	<p>Operational Standards: Operational standards are very challenging. Hence, several issues may be raised: (a) Are they cumulative? (art.18.2) (b) What happens if one year, the Operator is above the threshold and the year after, it is beyond the threshold? Indeed, in this field of activities, a business biennial effect can be noted. (art 18.2)</p>	<p>(a) No. The OSA remains unchanged. (b) The OSA remains unchanged.</p>
46.	18	Could you reconsider the operational standards and takes into consideration the biennial effects of the events industry. The level of performance needs to be assess within several rolling years.	No. The OSA remains unchanged.

S. No.	Clause	Query	Response/ Clarification
47.	18.2.1	<p>(a) Will all sales target starts from Yr. 3 of COD, or Yr 1 of COD, without gestation period? If it is from Yr 3 of COD, does it mean there is no specific targets for Years 1 and 2?</p> <p>(b) For clarification, can you specify if 10,000sqm sold space stated in (ii) is nett or gross space?</p> <p>(c) What is the occupancy target after Yr 3? Is it fixed at 20%?</p> <p>(d) What is the definition of international convention? Is it any form of meetings with foreign delegates or it is only referring to international association congresses?</p> <p>(e) Is the 300 (three hundred) delegates the total minimum number of delegates per event?</p>	<p>(a) Yes.</p> <p>(b) The 10,000 sq. m. refers to measured space sold.</p> <p>(c) Yes.</p> <p>(d) Please refer to relevant clauses of the OSA.</p> <p>(e) Please refer to relevant clauses of the OSA.</p> <p>The OSA remains unchanged.</p>
48.	18.2.4	<p>Performance fees: Is it possible to reduce the applicability if these performance fees to major criteria for Operational Standards such as, the Minimum Occupancy criteria? Indeed, other criteria are very qualitative but, seems to be very challenging to reach e.g.: the last AMR's report states that, today, it exists 13 exhibitions across India that have more than 10 000 sqm of surfaces occupied</p>	The OSA remains unchanged.
49.	18.2.4	What is the targets stated in performance fee?	Please refer to relevant clauses of OSA.
50.	18.3	<p>Usage of the Project Facilities for Mega Government Events: There might be an inconsistency in article 18.3.2 of the Agreement: "Subject to other terms of this Clause 18.3, the Operator shall, on a priority basis, provide free usage of the Project [...] at a discounted rate of 10% (ten percent)", will the usage be "free" or at a 10% discount?</p>	Please refer to Corrigendum No. 1 dated November 17, 2017.
51.	18.3.1	What is the definition of mega government events in terms of size and no. of pax?	Please refer to the relevant clauses of the OSA.
52.	17.1.3	<p>Escrow Account:</p> <p>(a) Please clarify the purpose of the escrow account given that a performance security deposit is also required.</p> <p>(b) Is it possible not to have an Escrow Bank arrangement – instead, all revenue and payments are managed by the operator instead?</p>	<p>(a) The OSA remains unchanged.</p> <p>(b) The OSA remains unchanged.</p>
53.	19	<p>Escrow Account:</p> <p>(a) In order to improve the financial expenses to be borne by the operation, the Operator may usually benefit from intragroup treasury convention. Therefore, as</p>	<p>(a) No. The OSA remains unchanged.</p> <p>(b) No. The OSA remains unchanged.</p> <p>(c) The OSA remains unchanged.</p>

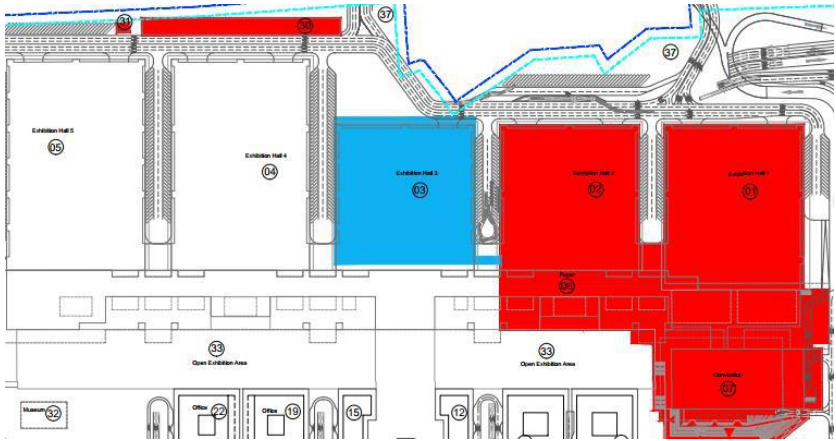
S. No.	Clause	Query	Response/ Clarification
		<p>far as we understand the system, this shall not be possible with the escrow account system. Is there any room to consider not having recourse to this system? (art 19)</p> <p>(b) If not, is it possible to reallocate the withdrawals precedence?</p> <p>(c) Is there a reason for the SPV to be a party to the escrow agreement? Typically, the SPV's interest would be protected as a beneficiary to the escrow agreement only.</p> <p>(d) As far as we understood the escrow account system, we consider that O&M expenses to be withdrawn from this account are only relating to O&M Expenses to be spent by the Operator and/or be limited to a situation where the SPV has temporarily substituted the Operator under the Agreement? Is our understanding correct?</p> <p>(e) In what situations will shareholders need to deposit funds into the escrow account?</p> <p>(f) Will bank payments under any subcontractor guarantees be excluded, since such payments will not relate to the project's revenues?</p> <p>(g) Is there a reason why clause 3.2 of the Escrow Agreement does not refer to SPV payments but clause 19.2 of the Agreement does?</p> <p>(h) Will Force Majeure Costs need to be deposited into the Escrow Account?</p> <p>(i) According to provision of art.19.3.1 Appropriation of Deposits in the Escrow Account shall be appropriated in the following order: <i>“(a) all taxes and statutory payments due and payable by the Operator in respect of the Project Facilities;</i> <i>(b) Annual license Fee due and payable to the SPV</i> <i>(c) any other payments required to be made under this Agreement; and</i> <i>(d) O&M Expenses in accordance with Good Industry Practice;</i> <i>(e) monthly proportionate provisions of any debt due and balance, if any, in accordance with the instructions of the Operator”</i> Why would “other payments” need to be paid in priority to the O&M Expenses?</p>	<p>(d) Please refer to Corrigendum No. 1 dated November 17, 2017.</p> <p>(e) Please refer to the clause 19.2(a) of the OSA.</p> <p>(f) No. The OSA remains unchanged.</p> <p>(g) The OSA remains unchanged.</p> <p>(h) Yes. Please refer to relevant clauses of the OSA</p> <p>(i) The OSA remains unchanged.</p>
54.	19.3.1	<p>Escrow Account: For escrow account, is there the ability to withdraw funds from the escrow account to the shareholders of the Operator for management fees and similar (e.g. for management oversight of the Operator, administrative functions performed by the Operator's shareholder(s) on behalf of the Operator, for a proportion of manpower</p>	<p>Yes. Please refer to relevant clauses of the draft Escrow Agreement.</p>

S. No.	Clause	Query	Response/ Clarification
		costs taking into account the manpower time spent by the Operator's shareholder's staff on matters relating to the Operator)?	
55.	19.3.1	<p>(a) The escrow waterfall (article 19.3.1 of the agreement) read with the definition of "O&M Expenses" (page 81 of the agreement) indicates that certain O&M expenses are anticipated to be incurred by the SPV. The nature of O&M expenses that the SPV may incur is not fully clear to us, so we would request for some further clarity here. A list of the specific O&M expenses that the SPV anticipates to incur would certainly be very helpful.</p> <p>(b) The necessity of an escrow account and also of the SPV itself being a party to the escrow agreement are two aspects that, we think, should be reassessed. Considering that the SPV has the benefit of a performance guarantee from the operator and also the fact that the SPV has clear termination rights under the agreement (in particular, on any payment default of the operator) should, we think, provide more than adequate risk mitigation from the SPV's perspective. Please consider that the escrow account will lock up all revenues of the operator and, therefore, involves a disproportionate risk, especially considering that the transaction only involves an arrangement for O&M services.</p>	<p>(a) The OSA remains unchanged.</p> <p>(b) The OSA remains unchanged.</p>
56.	20	<p>Insurance:</p> <p>(a) Insurance shall mirror the liabilities of the Operator. Therefore, we understand insurance coverage provision shall be adapted to reflect DMIC's reply relating the scope of consultancy during Design Phase. Is our understanding correct?</p> <p>(b) When the SPV requires to take necessary insurances to protect the Operator, its employees and its assets (against loss, damages, or destruction at replacement value), does it also imply to cover the building during the Construction phase? (art 20.1.a)</p> <p>(c) Is it possible to delete the reference to 2 years of annual consultancy and to replace by a substantiated loss (as far as insurers only covers losses)? (art 20.1.a)</p> <p>(d) Is it possible to delete the following "including all Force Majeure Events that are insurable and not otherwise covered in items (i) to (iii)" as far as it relates to events generally excluded from insurance coverage (especially but not only for political event and indirect political event which cannot be insured)? (art 20.1.b)</p> <p>(e) In order to avoid negative impact on insurance master policies, is it possible to limit the co-insurance & benefit for the SPV to damage to goods?</p>	For (a) to (g) The OSA remains unchanged.

S. No.	Clause	Query	Response/ Clarification
		(f) May the DMICDC accept to get detailed insurance certificate in lieu of contract for insurance coverage? (art 20.3) (g) May DMICDC consider suppressing the waiver of subrogation and the Operator's Waiver? (art 20.5 & 20.6)	
57.	21	Accounts and Audit: (a) According to provisions of art 21.1.2 of the Agreement, Would DMICDC clarify whether the objective here is to provide limited-reviewed quarterly financial results or to follow the exact process and reporting requirement that applies to listed Indian companies? (b) Which financial statements need to form part of this reporting (c) According of provision of art 21.1.3 of the Agreement, will this statement be addressed from the Statutory Auditors to the Operator?	(a) and (b) The manner and form of the unaudited financial statements shall be as prescribed by the Securities and Exchange Board of India for publication of quarterly results by the companies listed on a stock exchange. The OSA remains unchanged. (c) The Operator shall provide the statements.
58.	22.7.2	Force Majeure: Will the Operator's losses form part of the Force Majeure Costs?	Please refer to Clause 22.7.2 of the OSA.
59.	24	Suspension of Operation Rights: For any suspension for Operator's Defaults, Will the provisions relating to suspension also apply in case of any bona fide dispute between the SPV and the Operator?	Yes.
60.	25	Termination: (a) In article 25.1.1 (d) of the Agreement, the Operator Default includes "the Operator abandons or manifests intention to abandon the operation [...]", How will "manifestation" be determined? Isn't "abandonment" a sufficiently objective standard itself? (b) In article 25.1.1 (f) of the Agreement, would DMICDC specifies if the breach restricted to material breaches only? (c) In article 25.1.1 (g) of the Agreement, would DMICDC specifies what is the minimum threshold or "de minimis" for this clause? (d) In article 25.1.1 (k) of the Agreement, the Operator Default includes "the Operator repudiates this Agreement or otherwise takes any action or evidences or conveys an intention not to be bound by the Agreement", to avoid ambiguity, can this be limited to repudiation only?	For (a) to (g) The OSA remains unchanged.

S. No.	Clause	Query	Response/ Clarification
		<p>(e) In article 25.2.1 (c) of the Agreement, the SPV Default includes “the SPV repudiates this Agreement or otherwise takes any action that amounts to or manifests an irrevocable intention not to be bound by this Agreement.” How will the risk of the SPV failing or refusing to take action to satisfy the Conditions Precedent within 200 days be addressed? What happens in case of emergency to react, considering the duration of the Cure Period?</p> <p>(f) Maintenance is a crucial aspect of the agreement, May DMICDC be in a position to consider to raise the wrong fulfilment of the maintenance duty as a SPV’s Default? (art 25.2)</p> <p>(g) For the sake of equity, is it possible to consider further discussion about the termination payment in order to reach a balance relationship on that issue? (art 25.3)</p>	
61.	27	<p>Defects liability after termination:</p> <p>(a) We understand the Operator shall be liable for defects after termination only if it is caused by its negligence, fault or if it is part of its duties according to Maintenance Manual. Is our understanding correct? (art 27.1)</p> <p>(b) We understand that after termination of the contract, SPV shall retain: The Hand Back security, the Performance security (until the vesting certificate) and one-year rent on the escrow account. Is there any room to rationalize the security kept by the SPV and to frame the timeline in order to release these securities? (art 27.2)</p>	<p>(a) Please refer to Corrigendum No. 1 dated November 17, 2017.</p> <p>(b) The OSA remains unchanged.</p>
62.	28	<p>Assignment:</p> <p>(a) May DMICDC consider allowing without any previous authorization, the assignment of the contract to companies integrated into the same group of companies?</p> <p>(b) Why is there a blanket restriction on encumbering the Project Assets?</p> <p>(c) The receivables under the Agreement can be relevant for the Operator to secure working capital financing?</p> <p>(d) According to provision of article 28.3 of the Agreement, “Notwithstanding anything to the contrary contained in this Agreement, the SPV may, after giving 60 (sixty) days’ notice to the Operator, assign any of its rights and benefits and/or obligations under this Agreement; to an assignee who is, in the reasonable opinion of the SPV, capable of fulfilling all of the SPV’s then outstanding obligations under this Agreement.” May DMICDC specifies if this contemplates</p>	<p>(a) The OSA remains unchanged.</p> <p>(b) The restriction is to prevent the Operator from creating a charge on the Project Facilities (as it has a mere licence in respect of the same). The OSA remains unchanged.</p> <p>(c) The OSA remains unchanged.</p> <p>(d) Yes.</p>

S. No.	Clause	Query	Response/ Clarification
		any assignment to an entity that will not be “controlled” by the Government of India	
63.	30.1	Indemnity: (a) Will the indemnity obligation be limited in time and subject to customary limitations of liability? (b) Will the indemnity exclude loss of business/ profits?	(a) The OSA remains unchanged. (b) Please refer to Clause 30.5 of the OSA.
64.	29 & 36.1	Change In Law: Will Change in Law also extend to: (a) Any changes in National Building Code, Green Building Code, Indian Green Building Council and Development Control Rules; (b) Any change to by-laws and or modification or cancellation to Applicable Permits; (c) Change in any process of any governmental instrumentality that increases the time period required for any particular work / service; and (d) Change in master plan / zoning by the municipal authorizes?	Please refer to the definition of Change in Law on page 77 of the OSA.
65.	36.1	Gross Revenues: Categories of Revenue: What are considered “Brand money revenue” and whose “Brand money revenue” does this relate to?	‘Brand money revenue’ refers to any revenue realised by the Operator pursuant to any right granted to a third Party by the Operator to use the brand of India International Convention Centre for marketing and/ or other promotional activities. The OSA remains unchanged.
66.		COD: (a) Is it possible to insert a provisional date for the COD in the contract? This may enable the Operator to begin the commercialization of the site and optimize the launch of the Site on the market. (b) Is it possible that any delay compared to this provisional COD may allow the Operator to get indemnified for reasonable consequences linked to this delay (such as cost for termination/postponement/ rescheduling of the event of clients whom signed a contract) being understood the Operator shall do its best effort to mitigate these consequences?	(a) No. Since the Operator will be part of the project, and will be aware of the progress of construction, it should be able to make a reasonable assessment of commercialization. The OSA remains unchanged (b) The OSA remains unchanged.
67.		Handover procedure:	Please refer to Corrigendum No. 1 dated November 17, 2017

S. No.	Clause	Query	Response/ Clarification
		<p>In order to ensure smooth launch of the Site, a procedure for handing over the Project Facilities and, the Future Development, between the SPV and the Operator shall be implemented. Hence, is it possible to insert such a procedure in the contract?</p> <p>This procedure shall improve the communication between the parties upstream of the delivery of the building and allows the Parties to set up a list for major/minor reservations on the delivery condition of the Project Facilities. This procedure includes an early information of the Operator of the delivery date of the Project and of the COD, which facilitate the commercialization of the Project. This procedure shall be additional to the memorandum of inventory stated in art 10.3, which, if well understood, consist of listing the materials/plants/Projects Facilities put at the Operator's disposal without enabling the latter to formulate any remarks thereof.</p>	
68.	Not Applicable	 <p>(a) Why is hall 3 highlighted in blue while the rest of the Phase 1 developments are highlighted in red?</p> <p>(b) What does the legend in this document “Phase 1 – EPC (PLYNTH)” means?</p> <p>(c) Who will invest in the vertical folding operable partition system and curtains to subdivide the Hall into smaller segments?</p>	<p>(a) and (b) Hall 3 is only to be constructed up to the plinth-level (basement for the services plant rooms) and ground floor level along with all design provisions for future construction of the double storeyed Exhibition Hall No. 3.</p> <p>(c) SPV</p>
C. Other			
69.		<p>General: For the sake of equity, is it possible to:</p> <p>(a) Insert a notice and a Cure Period for any delay/ defaults? (general)</p>	<p>(a) Please refer to Clause 25.1.1 of the OSA. (b) The OSA remains unchanged.</p>

S. No.	Clause	Query	Response/ Clarification
		<p>(b) Insert a duty to withhold reasonable amount in case of breach/defaults and only on disputed amount? (general)</p> <p>(c) Is there any room to adjust/adapt the template for Form 3D of the RfP (Bid Security), Schedule E of the Agreement (Security During Design Phase/Performance Security), Schedule H of the Agreement (Handback performance Security, Schedule I of the Agreement (Escrow Agreement)?</p>	<p>(c) Yes. The formats should be substantially in the format appended to the RfP.</p>
70.		<p>(a) Will Operator be required to take on the Original Equipment Manufacturer (OEM) from the building owner for subsequent maintenance?</p> <p>(b) Will building owner establish the Maintenance Contracts & Costs with each OEM before handing over (Novate) to Operator?</p> <p>(c) What are the Building Maintenance and Performance KPIs? (eg. Green Mark Certifications? Lift maintenance, aircon chiller plant, exhaust systems, water tanks etc)</p> <p>(d) For subsequent building fixtures CAPEX cost, will it be building owner's responsibility?</p> <p>(e) What are the IT / Wifi infrastructure provided by the owner? Can you provide us the details / specifications?</p> <p>(f) Will there be commercial & retail spaces within the Convention Centre? How about food outlets? If so, will all these be under the care of the operator</p> <p>(g) When will the hotels in the precinct be opened? Will the Food and Beverage (F&B) and catering be done in the hotels?</p> <p>(h) Will there be a Kitchen provision to support event's Food and Beverage (F&B) requirements? If yes, what is the kitchen size and will owner provide the equipment fit-out?</p> <p>(i) Can we get a clearer blue print and architectural drawing?</p> <p>(j) Will there be incentives given to operator for achieving / exceeding targets set by SPV?</p> <p>(k) Is there subvention assistance provided by the SPV, especially in the early years of the centre, to assist with building up the awareness of this new centre in the areas of marketing and promotion?</p>	<p>(a) No. The OSA remains unchanged.</p> <p>(b) No. The OSA remains unchanged.</p> <p>(c) Please refer to Clause 10.3.1 of the OSA, along with Schedule B. Please refer to Corrigendum No. 1 dated November 17, 2017</p> <p>(d) Please refer to Schedule B.</p> <p>For (e) and (f), please refer to the "Request for Qualification cum Proposal for Detailed Design, Construction, Testing & Commissioning of India International Convention & Expo Centre at Sector 25, Dwarka, New Delhi on EPC Basis" along with corrigendum and query responses available on www.dmicdc.com.</p> <p>(g) These aspects are yet to be decided.</p> <p>For (h) and (i), please refer to the "Request for Qualification cum Proposal for Detailed Design, Construction, Testing & Commissioning of India International Convention & Expo Centre at Sector 25, Dwarka, New Delhi on EPC Basis" along with corrigendum and query responses available on www.dmicdc.com</p> <p>(j) The OSA remains unchanged.</p> <p>(k) The OSA remains unchanged.</p>
71.		<p>(a) With regards to the cabling in the centre, what kind of backbone will the centre have? Copper, CAT 7 or Fibre cable?</p> <p>(b) Can we have a copy of the communications cabling diagram?</p>	<p>For (a) to (e), please refer to the "Request for Qualification cum Proposal for Detailed Design, Construction, Testing & Commissioning of India International Convention & Expo Centre at Sector 25,</p>

S. No.	Clause	Query	Response/ Clarification
		<p>If there is no diagram, we would like to know the following:</p> <p>(a) Distance from MDF (Main Distribution Frame) to IDF (Internal Distribution Frame), IDF to communication distribution box/riser and communication distribution box /riser to the meeting room</p> <p>(b) Number of racks in the communication distribution box /riser</p> <p>(c) How many MDFs (Main Distribution Frame), IDFs (Internal Distribution Frame) and communication distribution box /riser are there in each hall and meeting areas?</p> <p>(d) Is the copy of Mechanical & Electrical plan ready? If so, may we have a copy?</p> <p>(e) How many trenches are there in each hall?</p>	Dwarka, New Delhi on EPC Basis" along with corrigendum and query responses available on www.dmicdc.com
72.		We understand that the licence fees payable to the SPV would, under the new GST regime, be covered under the "reverse charge mechanism", which would mean that the operator would be responsible for the tax on these fees. We would request to explore ways in which the operator's cash flows can be made tax neutral from a GST perspective. For example, a clarification that the licence fees will be grossed-up to account for any GST – even though the operator would be responsible to collect and pay the tax – would be most helpful.	Taxation as per prevailing statutory requirements.
73.		Considering the legitimate ambition of the project and the challenging Operational standards (art. 18 of the Agreement) sets by the SPV, we suggest to reassess significantly the annual consultancy fees or to let the candidates to set its amount in their business plan.	The RfP/OSA remain unchanged.
74.		That there is no 20% minimum to the fee payable to venue owner	The RfP/ OSA remain unchanged.
75.		On Key personnel, that we will not be required to name people who will be travelling to India to carry out the services. It should be sufficient that we show capability of providing the services when required.	The RfP/ OSA remain unchanged.
76.		On the consultancy fee payable to the operator, that it be at least double to ensure that the correct expertise are engaged from the international market.	The RfP/ OSA remain unchanged.
77.		That the submission deadline be extended by at least one month.	The RfP/ OSA remain unchanged.
78.		The analysis of the events market in India shared during the pre-bidding meeting shows that the percentage of turnover for the annual license fee (20%) might be too high for the Operator. To overcome this situation, we would suggest two possible solutions:	The RfP/ OSA remain unchanged.

RESPONSES TO QUERIES*Selection of Operator for India International Convention & Expo Centre at Dwarka, New Delhi*

S. No.	Clause	Query	Response/ Clarification
		<ul style="list-style-type: none">Scenario 1: To adjust the percentage of turnover in the revised version of the RfP or to leave the candidates sets freely the percentage of turnover in their proposition. It could become a part of the general assessment of their financial proposition;Scenario 2: To maintain the actual Annual License Fee sets in the Rfp but add a review clause in the events the Operator has cumulated several consecutive years of losses to rebalance the contract.	

Delhi Mumbai Industrial Corridor Development Corporation Ltd.Room No. 341 B, 3rd floor, Hotel Ashok, Diplomatic Enclave,

50 B, Chanakyapuri, New Delhi, 110 021

Tel: +91 11 2611 8884-8

Fax: +91 11 2611 8889.