

DELHI MUMBAI INDUSTRIAL CORRIDOR DEVELOPMENT CORPORATION LTD.

Website: www.dmicdc.com or <http://eprocure.gov.in>.

Addendum/ Corrigendum No. 1 dated November 17, 2017

Request for Proposals for Selection of Operator for India International Convention & Expo Centre at Dwarka, New Delhi

This Addendum/ Corrigendum is issued pursuant to the Pre-Proposal Meeting held on November 1, 2017 and sets out the changes to the RfP and Operation Services Agreement (“Agreement”) as below:

S. No.	Clause No. / Page No.	Existing Clause	Revision / Modified Clause (Deletions are indicated with a strike through and additions are highlighted by an <u>underline</u>)
Request for Proposals			
1.	2.1.3(iv)/ 8	The term of the Agreement (“ Term ”) shall be for (i) the period (the “ Design Phase ”) between the date of execution of the Agreement and the COD, and, (ii) for a period of 15 (fifteen) years thereafter;	The term of the Agreement (“ Term ”) shall be for (i) the period (the “ Design Phase ”) between the date of execution of the Agreement and the COD, and, (ii) a period of 15 (fifteen) <u>20 (twenty)</u> years thereafter: <u>Provided that the Operator shall have the option to operate and manage the Project Facilities (including the Future Development, if any) upon expiry of the Term subject to the conditions set out in Clause 3.3 of the Agreement;</u>
2.	2.1.3(vii)/11	Illustration demonstrating the calculation of the MAG	This illustration shall stand revised as set out in Annexure A hereto.
3.	2.1.7/ 12	However, the Operator shall have a right of first refusal to operate and maintain any multipurpose arena or other project planned by the SPV within the Site (as defined in the Agreement) subject to the following conditions:	However, the Operator shall have a right of first refusal to operate and maintain any multipurpose arena or other <u>similar</u> project planned by the SPV within the Site (as defined in the Agreement) subject to the following conditions:
4.	2.4.4/ 17	Provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in section 4A of the Companies Act, 2013.	Provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 4A <u>2(72)</u> of the Companies Act, 2013.

S. No.	Clause No. / Page No.	Existing Clause	Revision / Modified Clause (Deletions are indicated with a strikethrough and additions are highlighted by an <u>underline</u>)																								
5.	2.14/28	Tentative schedule for Selection Process	The tables set forth in the Clause stand revised as set out in Annexure B hereto.																								
6.	2.15.2/29	The Design Expert and Information Systems and Technology Expert proposed by the Applicant (or, subject to approval of SPV, any replacements thereof who meet the above minimum qualifications) shall be required to make themselves available at New Delhi to perform the relevant portion of the Scope of Work for at least 50 (fifty) days in every quarter commencing from the date of issuance of the LoA and until the expiry of the Design Phase.	The Design Expert and Information Systems and Technology Expert proposed by the Applicant (or, subject to approval of SPV, any replacements thereof who meet the above minimum qualifications) shall be required to make themselves available at New Delhi to perform the relevant portion of the Scope of Work for at least 50 <u>working</u> (fifty) days in every quarter commencing from the date of issuance of the LoA and until the expiry of the Design Phase.																								
7.	Form 3F/ 45	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="6" style="text-align: center;">A. Event details</th> </tr> <tr> <th style="width: 5%;">S. No.</th> <th style="width: 20%;">Exhibition/ convention Name</th> <th style="width: 15%;">Venue where event was hosted</th> <th style="width: 20%;">Sold space in sq. m. (indoor air conditioned space)</th> <th style="width: 15%;">Year the exhibition/ convention was held</th> <th style="width: 25%;">Exhibition organizer</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td style="text-align: center;">2.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>	A. Event details						S. No.	Exhibition/ convention Name	Venue where event was hosted	Sold space in sq. m. (indoor air conditioned space)	Year the exhibition/ convention was held	Exhibition organizer	1.						2.						Table A of Form 3F of the RfP stands deleted.
A. Event details																											
S. No.	Exhibition/ convention Name	Venue where event was hosted	Sold space in sq. m. (indoor air conditioned space)	Year the exhibition/ convention was held	Exhibition organizer																						
1.																											
2.																											
Operation Services Agreement																											
8.	Recital G/2	The SPV has accordingly agreed to enter into this Agreement with the Operator for the operations and management of the Project Facilities, subject to and on the terms and conditions set forth hereinafter, and for an initial period (the “ Term ”) comprising (a) the period commencing from the date of this Agreement till the COD (as declared by the SPV) during which the Project Facilities shall be constructed by the EPC Contractor where the Operator shall provide inputs to the SPV to develop building designs as per Good Industry Practices for the Project to optimize the operations at the Project (hereinafter referred to as the “ Design Phase ”), and (b) a period of 15 years during which the Operator shall operate and	The SPV has accordingly agreed to enter into this Agreement with the Operator for the operations and management of the Project Facilities, subject to and on the terms and conditions set forth hereinafter, and for an initial period (the “ Term ”) comprising (a) the period commencing from the date of this Agreement till the COD (as declared by the SPV) during which the Project Facilities shall be constructed by the EPC Contractor where the Operator shall provide inputs to the SPV to develop building designs as per Good																								

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		manage the Project Facilities in accordance with the terms of this Agreement (“ Operations Period ”).	Industry Practices for the Project to optimize the operations at the Project (hereinafter referred to as the “ Design Phase ”), and (b) a period of 15 <u>20 (twenty)</u> years during which the Operator shall operate and manage the Project Facilities in accordance with the terms of this Agreement (“ Operations Period ”).
9.	3.3/8		<p><u>3.3 Post-Term operation of the Project Facilities (and Future Development, if any)</u></p> <p><u>3.3.1</u> The Operator shall have the option to operate and manage the Project Facilities (including the Future Development, if any) after the Transfer Date subject to the following conditions:</p> <p><u>(a)</u> The SPV undertakes a competitive bidding process to select an operator to operate and manage whole of part of the Project Facilities (including the Future Development, if any); and</p> <p><u>(b)</u> The Operator is eligible to participate in such bidding process; and</p> <p><u>(c)</u> The Operator participates in and qualifies in such bidding process; and</p> <p><u>(d)</u> Notwithstanding Operator’s financial bid, it agrees to match the lowest or highest bid in such bidding process, as the case may be; and the SPV notifies the Operator’s financial bid.</p>

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			<p><u>3.3.2 Notwithstanding the provisions of Clause 3.3.1, upon the expiry of the Term, the SPV reserves the right to operate and manage the Project Facilities (including the Future Development, if any) either itself or by appointing any third party including Government Instrumentality, public sector undertaking or any private agency.</u></p> <p><u>3.3.3 The provisions of Clauses 3.3.1 will not be applicable in the event the Agreement is terminated in accordance with Article 25 or in the event the Operator breaches of its obligations under this Agreement.</u></p>
10.	4.1.2/9	The Operator may, upon providing the Security During Design Phase to the SPV preceding to the COD, in accordance with Article 9, and having delivered to the SPV, the legal opinion referred to in Clause 4.1.4 (e) below.....,	The Operator may, upon providing the Security During Design Phase to the SPV preceding to the COD, in accordance with Article 9, and having delivered to the SPV, the legal opinion referred to in Clause 4.1.4 (e) <u>(c)</u> below.....
11.	9.3/ 21		<u>Notwithstanding anything in this Agreement, it is clarified that the Operator shall not be liable for any breach of this Agreement to the extent that such breach is caused by or is the result of any default attributable to the SPV and/ or the SPV's officers, servants and/ or agents.</u>
12.	10.3.1/ 23	<p>10.3 Procurement of the Site</p> <p>10.3.1 The SPV Representative and the Operator shall, on a mutually agreed date and time, inspect the Site and prepare a memorandum containing an inventory of the Site including the vacant and unencumbered land, buildings, structures, trees and any other immovable property on or attached to the Site. On and after signing the memorandum and until the Transfer Date, the Operator shall maintain a round-the-clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof,</p>	The SPV Representative and the Operator shall, on a mutually agreed date and time, <u>which date shall be no later than the date which is 10 (ten) days prior to the COD,</u> inspect <u>the Project Facilities and</u> the Site and prepare a memorandum containing an inventory of <u>the Project Facilities and</u> Site including the vacant and unencumbered land, buildings, structures, trees and any other immovable property on or attached to the Site. On and after signing the memorandum and until the Transfer Date, the Operator shall maintain

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		the Operator shall report such encroachment or occupation forthwith to the SPV and undertake its removal at its cost and expenses.	a round-the-clock vigil over the Site and shall ensure and procure that no encroachment thereon takes place, and in the event of any encroachment or occupation on any part thereof, the Operator shall report such encroachment or occupation forthwith to the SPV and undertake its removal at its cost and expenses.
13.	11.1/26	It is hereby clarified that the decision of the SPV with regard to implementation of recommendations provided by the Operator in accordance with Clause 12.1 shall be final.	It is hereby clarified that the decision of the SPV with regard to implementation of recommendations provided by the Operator in accordance with Clause 12.1 <u>11.1</u> shall be final.
14.	16.2.1 (a)/34	A full list of all employees of the Operator engaged in the O&M of the Operator O&M Facilities, containing details of claims from any such employees;	A full list of all employees of the Operator engaged in the O&M of the Operator O&M <u>Project Facilities</u> , containing details of claims from any such employees;
15.	17.1.4(b)/36	In the event that the Annual License Fee payable for the previous Contract Year determined through such reconciliation is lower than payments made by the Operator to the SPV in the previous Contract Year, the SPV shall adjust the difference to the Operator, at the time of collecting payment of the first quarter of the current Contract Year, failing which interest at the rate stipulated above shall be levied.	In the event that the Annual License Fee payable for the previous Contract Year determined through such reconciliation is lower than payments made by the Operator to the SPV in the previous Contract Year, the SPV shall adjust the difference to the Operator, at the time of collecting payment of the first <u>second</u> quarter of the current Contract Year, failing which interest at the rate stipulated above shall be levied.
16.	17.2/ 37	Illustration demonstrating the calculation of the MAG.	The illustration shall stand revised as set out in Annexure A hereto.
17.	18.1.2	Notwithstanding the provisions of Clause 18.1.1, in the event the SPV is notified, or is made aware, or discovers on its own accord that that the Operator has demanded, collected, charged or diverted the Revenue, or any part thereof, through any of its Affiliates/subsidiaries/parent company/any other third party (“ Fee Diversion ”) that is attributable to the facilities being provided (revenues attributable to the facilities as defined in Gross Revenues), then the SPV shall be entitled to (a) encash a part or the whole Performance Security furnished by the Operator forthwith and require the Operator to replenish the Performance Security,	Notwithstanding the provisions of Clause 18.1.1, in the event the SPV is notified, or is made aware, or discovers on its own accord that that the Operator has demanded, collected, charged or diverted the Revenue, or any part thereof, <u>itself or</u> through any of its Affiliates/subsidiaries/parent company/any other third party (“ Fee Diversion ”) that is attributable to the facilities being provided (revenues attributable to

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		and/or (b) terminate this Agreement as an Operator event of default along with encashment of the Performance Security.	the facilities as defined in Gross Revenues), then the SPV shall be entitled to (a) encash a part or the whole Performance Security furnished by the Operator forthwith and require the Operator to replenish the Performance Security, and/or (b) terminate this Agreement as an Operator event of default along with encashment of the Performance Security.
18.	18.1.4		<u>The Operator acknowledges and agrees that (a) the computation of Revenue, (b) any transaction between the Operator and its Affiliates and (c) all other accounting practices relating to the recognition of Revenue, shall be at arm's length and adhere to the applicable provisions of the Income Tax Act, 1961, including by not limited to Section 92 of the Income Tax Act, 1961 and all other provisions under Applicable Law.</u>
19.	18.2.1 (ii)	(ii) at least 10 (ten) large exhibitions should be held at the Project every year. For the sake of clarity, a large exhibition would be one with (i) sold space greater than 10,000 sq. mts. ;(ii) at least 10 (ten) conventions should have been held every year with more than 1000 (one thousand) delegates attending each such convention; and (iii)at least 5 (five) international conventions should have been held every year at the Project Facilities. For the sake of clarity, an international convention would be one in which more than 40% (forty percent) of the delegates/participants are from countries other than India with a minimum attendance of 300 (three hundred) delegates.	(ii) at least 10 (ten) large exhibitions should be held at the Project every year. For the sake of clarity, a large exhibition would be one with (i) sold space greater than 10,000 sq. mts. ; (ii) <u>(iii)</u> at least 10 (ten) conventions should have been held every year with more than 1000 (one thousand) delegates attending each such convention; and (iii) <u>(iv)</u> at least 5 (five) international conventions should have been held every year at the Project Facilities. For the sake of clarity, an international convention would be one in which more than 40% (forty percent) of the delegates/participants are from countries other than India with a minimum attendance of 300 (three hundred) delegates.

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20.	18.3.1/ 40	Subject to other terms of this Clause 18.3, the Operator shall, on a priority basis, provide free usage of the Project Facilities to the Government of India/Central Government or any ministry or authority under the direct administrative control or aegis of the Central Government (“ Central Government Authority ”), at a discounted rate of 10% (ten percent) applied to the standard rental prices of the Project Facilities (as applicable during the time), to carry out any Mega Government Event for a cumulative period not exceeding 10 (ten) days in every financial year during the term of this Agreement.	Subject to other terms of this Clause 18.3, the Operator shall, on a priority basis, provide free usage of the Project Facilities to the Government of India/Central Government or any ministry or authority under the direct administrative control or aegis of the Central Government (“ Central Government Authority ”), at a discounted rate of 10% (ten percent) applied to the standard rental prices of the Project Facilities (as applicable during the time), to carry out any Mega Government Event for a cumulative period not exceeding 10 (ten) days in every financial year during the term of this Agreement.
21.	19.4.1(e)/43	<p>Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Escrow Account shall, upon Termination, be appropriated in the following order:</p> <ul style="list-style-type: none"> (a) all taxes due and payable by the Operator in respect of the Project Facilities; (b) Annual License Fee due and payable to the SPV; (c) all payments and damages relating to the liability for defects and deficiencies payable by the Operator to the SPV set forth in Article 27; (d) any other payments required to be made under this Agreement; and (e) O&M Expenses; (f) O&M Expenses and other costs and expenses incurred by the SPV in accordance with the provisions of this Agreement, and certified by the SPV as due and payable to it; (g) monthly proportionate provisions of any debt due; (h) balance, if any, in accordance with the instructions of the Operator: <p>Provided that no appropriations shall be made under Sub-clause (i) of this Clause 19.4.1 until a Vesting Certificate has been issued by the SPV under the provisions of Article 26.</p>	<p>Notwithstanding anything to the contrary contained in this Agreement, all amounts standing to the credit of the Escrow Account shall, upon Termination, be appropriated in the following order:</p> <ul style="list-style-type: none"> (a) all taxes due and payable by the Operator in respect of the Project Facilities; (b) Annual License Fee due and payable to the SPV; (c) all payments and damages relating to the liability for defects and deficiencies payable by the Operator to the SPV set forth in Article 27; (d) any other payments required to be made under this Agreement; and (e) O&M Expenses; (f) O&M Expenses and other costs incurred by the SPV in accordance with the provisions of this Agreement, and certified by the SPV as due and payable to it;

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			<p>(g) monthly proportionate provisions of any debt due;</p> <p>(h) balance, if any, in accordance with the instructions of the Operator:</p> <p>Provided that no appropriations shall be made under Sub-clause (h) of this Clause 19.4.1 until a Vesting Certificate has been issued by the SPV under the provisions of Article 26.</p>
22.	Definitions “Design Phase” 36/78	“ Design Phase ” shall meaning set forth in Recital [H];	“Design Phase” shall <u>have the</u> meaning <u>as</u> set forth in Recital [H] <u>G</u> ;
23.	Definitions “O&M Expenses” 36/81	“ O&M Expenses ” means expenses incurred by or on behalf of the Operator or by the SPV, as the case may be, for all O&M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) premia for insurance, (d) all taxes, duties, cess and fees due and payable for O&M, (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs, (f) payments required to be made under any contract in connection with or incidental to O&M, and (g) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement;	“ O&M Expenses ” means expenses incurred by or on behalf of the Operator or by the SPV for all O&M including (a) cost of salaries and other compensation to employees, (b) cost of materials, supplies, utilities and other services, (c) premia for insurance, (d) all taxes, duties, cess and fees due and payable for O&M, (e) all repair, replacement, reconstruction, reinstatement, improvement and maintenance costs, (f) payments required to be made under any contract in connection with or incidental to O&M, and (g) all other expenditure required to be incurred under Applicable Laws, Applicable Permits or this Agreement;
24.	Schedule H/ 102	Footnote 10.	This footnote stands deleted.
25.	4.2(f) of the Escrow Agreement/ 108	Upon Termination of the Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order: (a) all taxes due and payable by the Operator in respect of the Project Facilities;	Upon Termination of the Agreement, all amounts standing to the credit of the Escrow Account shall, notwithstanding anything in this Agreement, be appropriated and dealt with in the following order:

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		<p>(b) Annual License Fee due and payable to the SPV;</p> <p>(c) all payments and damages relating to the liability for defects and deficiencies payable by the Operator to the SPV set forth in Article 27;</p> <p>(d) any other payments required to be made under this Agreement; and</p> <p>(e) O&M Expenses;</p> <p>(f) O&M Expenses and other costs and expenses incurred by the SPV in accordance with the provisions of this Agreement, and certified by the SPV as due and payable to it;</p> <p>(g) monthly proportionate provisions of any debt due;</p> <p>(h) balance, if any, in accordance with the instructions of the Operator: Provided that the disbursements specified in Sub-clause (i) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the SPV.</p>	<p>(a) all taxes due and payable by the Operator in respect of the Project Facilities;</p> <p>(b) Annual License Fee due and payable to the SPV;</p> <p>(c) all payments and damages relating to the liability for defects and deficiencies payable by the Operator to the SPV set forth in Article 27;</p> <p>(d) any other payments required to be made under this Agreement; and</p> <p>(e) O&M Expenses;</p> <p>(f) O&M Expenses and other costs incurred by the SPV in accordance with the provisions of this Agreement, and certified by the SPV as due and payable to it;</p> <p>(g) monthly proportionate provisions of any debt due;</p> <p>(h) balance, if any, in accordance with the instructions of the Operator: Provided that the disbursements specified in Sub-clause (h) of this Clause 4.2 shall be undertaken only after the Vesting Certificate has been issued by the SPV.</p>

The Addendum No. 1 shall form part of the RfP. All other terms and conditions of RfP and Operation Services Agreement shall remain unchanged.

Annexure A:

Illustration of MAG calculation

Illustration		
Contract Year	MAG	Rationale
1	Rs 25.00	25% of MAG
2	Rs 50.00	50% of MAG
3	Rs 100.00	MAG
4	Rs 105.00	MAG escalated by 5%
5	Rs 110.25	MAG for the 4 th Contract Year escalated by 5%
Future Development is commissioned on the 5 th anniversary of the COD		
6	Rs 276.05	MAG for the 5 th Contract Year revised by the above formula
7	Rs 289.85	MAG for the 6 th Contract Year escalated at 5%
8	Rs 304.34	MAG for the 7 th Contract Year escalated at 5%
9	Rs 319.56	MAG for the 8 th Contract Year escalated at 5%
10	Rs 335.54	MAG for the 9 th Contract Year escalated at 5%
11	Rs 352.32	MAG for the 10 th Contract Year escalated at 5%
12	Rs 369.93	MAG for the 11 th Contract Year escalated at 5%
13	Rs 388.43	MAG for the 12 th Contract Year escalated at 5%
14	Rs 407.85	MAG for the 13 th Contract Year escalated at 5%
15	Rs 428.24	MAG for the 14 th Contract Year escalated at 5%
<u>16</u>	<u>Rs 449.65</u>	<u>MAG for the 15th Contract Year escalated at 5%</u>
<u>17</u>	<u>Rs 472.13</u>	<u>MAG for the 16th Contract Year escalated at 5%</u>
<u>18</u>	<u>Rs 495.74</u>	<u>MAG for the 17th Contract Year escalated at 5%</u>
<u>19</u>	<u>Rs 520.53</u>	<u>MAG for the 18th Contract Year escalated at 5%</u>
<u>20</u>	<u>Rs 546.55</u>	<u>MAG for the 19th Contract Year escalated at 5%</u>
<i>Assumptions</i>	<ul style="list-style-type: none"> • MAG = Rs. 100 • WPI (WPI has been kept constant for the Term) = 5% • Total built-up area prior to commissioning of the Future Development = 130,000 sq. m. • Total built-up area after commissioning of the Future Development = 310,000 sq. m. 	

Annexure B:

Revision of Tentative Schedule of Bid Process

2.14 Tentative schedule for Selection Process

2.14.1 The SPV will endeavour to follow the following schedule:

Date of issue of RfP	October 14, 2017
Last date for receiving queries/ requests for clarifications	October 25, 2017
Pre-Proposal meeting	November 1, 2017
The SPV's response to queries/ requests for clarifications	November 7 17 , 2017
PDD	November 28 December 8 , 2017

2.14.2 Data sheet

Reference	Description
1.2.1	The objective of this RfP is to select an Operator for the Project Facilities. The Operator will undertake the operation and maintenance of the Project Facilities in accordance with the detailed Scope of Work.
1.2.2	The method of selection is a single-stage selection process conducted as per the procedure described in this RfP.
2.1.1	The SPV shall be the special purpose company incorporated by the Department of Industrial Policy and Promotion to undertake the procurement of the ECC and related activities. Until the time of such incorporation, the Selection Process will be undertaken by the Delhi Mumbai Industrial Corridor Development Corporation Ltd.
2.1.11	Proposals shall be valid for a period of not less than 180 (one hundred and eighty) days from the PDD.
2.2.3	Date and time of pre-Proposal meeting – November 1, 2017 at 11.00 AM (IST), at the address set out in Clause 2.6.4.
2.5.6	The last date for submission of Proposals is November 28 December 8 , 2017 before 5 PM (IST).
2.1.12(i)	Applicants are required to submit a Technical Proposal and Financial Proposal online at the CPP Portal.
2.5.12	The MAG shall be quoted in Indian Rupees.
2.1.3(iv)	The Term of the Agreement is for (i) the period between the date of execution of the Agreement and the COD, and, (ii) for a period of 15 (fifteen) 20 (twenty) years thereafter.