

RESPONSES TO QUERIES
Selection of Developer for A Hotel at India International Convention & Expo Centre at Dwarka, New Delhi

S. No.	Query	Response/ Clarification
1	If total built-up area allowed for Asset No. 9 is not utilized by the time of COD for the Project, is it allowed for the Developer to get building plan approval and construct un-utilized built-up area post COD or the same will lapse?	RfP conditions prevail
2	Can the Developer build additional floors within the maximum height and maximum built-up area allowed?	RfP conditions prevail
3	Are the individual floor heights flexible?	RfP conditions prevail
4	Is courtyard provision mandatory for the podium level?	RfP conditions prevail
5	Also is variable size of courtyard across floors permissible?	RfP conditions prevail
6	Is multiple hotel brands possible OR a single brand to be accommodated?	No restriction on number of brands at Project Site
7	If multiple brands permitted, then each hotel brand individually needs to comply with minimum 300 room requirement?	Each hotel brand need not comply with construction of minimum 300 rooms; however Project must comply with Schedule D at Attachment A
8	Is it mandatory to get 4 star / 5 star rating from Department of Tourism for each brand or brands as the case may be?	Minimum 300 rooms to be certified with 5-star rating from Department of Tourism
9	The Development Agreement mentions that 20% of the spaces can be planned for hotel associated office space or retail – what is meaning of term “associated”?	As per statutory requirements
10	Are there any restrictions / limitations as to the nature of retail / commercial / office space allowed to be built as part of the project?	No such restrictions
11	Is this 20% of retail / office space allowed is 20% of total potential built-up area allowed for the plot (i.e. 20% of 39,472 sq.mt.) or is it 20% of actual built-up area planned to be built by the Developer?	As per statutory requirements
12	Can Developer sub-lease retail / office space to third parties?	RfP conditions prevail
13	Are there any restrictions / limitations for sub-leasing of retail/office space area to third parties?	RfP conditions prevail
14	What is the permissible height for each of the basement floors?	RfP conditions prevail
15	Can we increase height of basement 2, 3 and 4 to accommodate stackers?	RfP conditions prevail
16	Are mechanical stackers / puzzle solutions permitted for parking?	Developer’s discretion, subject to compliance with RfP conditions

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17	Are the MEP / technical areas – for operations permitted in basements 2 -4?	Developer's discretion, subject to compliance with RfP conditions
18	Is service floor for taking the services below guest room floors permitted?	Developer's discretion, subject to compliance with RfP conditions
19	There seems to be no provision for service floor for taking the services below guest room floors. Where are the service floors to be accommodated in the structure?	Developer's discretion, subject to compliance with RfP conditions
20	Will the service floor / service trench be counted towards the overall Built-up area allowed for Asset No.9?	As per statutory requirements
21	Who shall be providing temporary power, water and sewage facility during construction phase and charges for the same?	Such services to be arranged by Developer
22	Please share the geotechnical reports to ascertain soil bearing capacity.	Can be viewed at SPV office up to 18:00 Hours, August 16, 2018. Such report shall be only for information of the Developer, and not for design purpose
23	Does the Developer need to provide for an individual STP in Asset no. 9?	RfP conditions prevail
24	If no individual STP, then does the Developer need to provide for grease trap?	As per statutory requirements
25	Do separate fire tanks and fire pumps need to be provided for the building in Asset No. 9?	RfP conditions prevail
26	Please share the assured water quality parameters for the domestic water supply.	RfP conditions prevail
27	Is at least one day storage still permitted to be provided in the premise?	Developer's discretion, subject to compliance with RfP conditions
28	Broad range and basis of "Common Area Maintenance Charges" that will be required to be paid by the Developer to SPV post COD?	Refer to Article 11.1(b) of RfP It is further clarified that such Common Area Maintenance Charge: (i) shall not include recovery of capital expenditure incurred by the SPV to provide the utilities/facilities/services as listed in Schedule C; (ii) shall be pro-rated on the basis of Maximum Permissible Built-up Area divided by the total planned built-up area of the overall IICC Site; and

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		(iii) shall include apportioned administration costs incurred by the SPV, without any profit mark-up.
29	How many signages are allowed in on the façade of the structure built on Asset no. 9?	RfP conditions prevail
30	If there is more than one brand of hotel built on Asset no. 9, will Developer be allowed to put multiple signages?	Yes, refer to Annexure 4
31	Since there will be multiple lessees in the commercial/retail space in the structure built on Asset no. 9, would such lessees be allowed individual signages on the façade of the structure?	RfP conditions prevail
32	Are the façade control specified along with development controls suggestive or to be followed exactly?	RfP conditions prevail
33	With regard to façade control, is DUAC clearance required separately for the project?	As per statutory requirements
34	Please specify all the rules and regulation governing signages in the area?	RfP conditions prevail
35	Is providing accessible balcony mandatory?	RfP conditions prevail
36	If yes to above, can the balconies be waived off in light of the bird dropping menace?	RfP conditions prevail
37	Has the external façade proposal reviewed in accordance to solar path study?	RfP conditions prevail
38	Do we have the mandate to redesign the façade to address solar control?	RfP conditions prevail
39	Will the building/hotel structure constructed on Asset no. 9 be owned by the Developer?	RfP conditions prevail
40	Has the SPV has been granted leasehold rights on Asset no. 9 from DDA?	SPV possesses leasehold rights on Project Site
41	Is DDA the owner of Asset no. 9?	DDA is not the owner of Project Site
42	What is the period of the lease granted to the SPV over Asset no. 9?	SPV has been granted a lease of 99 years over Project Site
43	What is the termination pay out to the Developer in the event the Development Agreement terminates due to a Force Majeure Event?	RfP conditions prevail
44	Post execution of the Development Agreement, when will Asset no. 9 be handed over to the Developer?	RfP conditions prevail
45	How will the stamp duty on the Development Agreement be calculated? Please specify Government's circle rate applicable to Asset No.9	As per statutory requirements
46	Can the Developer create a charge on the leasehold rights provided to it under the Development Agreement?	RfP conditions remain unchanged

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47	Can a charge be created on the leasehold rights, building and receivables from Asset No. 9 to raise debt to be used for some other project of the Developer as well?	RfP conditions remain unchanged
48	For granting lenders step – in rights under the Development Agreement, will the SPV enter into a tripartite substitution agreement with the SPV, Developer and lender as parties?	RfP conditions remain unchanged
49	What are the consequences on the SPV if the development of Phase I is not completed on time?	Refer to Corrigendum 2
50	Will the Project need a separate/ individual Environmental Clearance since the proposed construction on Asset no. 9 will be than 20,000 sq. mt.	As per statutory requirements
51	As we understand from Development Agreement, a CTE will be taken for the entire district. To get CTO for individual Assets whether individual CTE would be required?	As per statutory requirements
52	If individual CTE is required for Asset no. 9, then is installation of individual STP on Asset no. 9, a pre-requisite for getting the CTE?	As per statutory requirements
53	Can we discharge untreated water / effluents into the main sewer line?	No
54	If discharge of effluents into main sewer line allowed, then are all types of effluents allowed to be discharged?	Not applicable
55	If only specific effluents are allowed to be discharged in the main sewer line, pls specify the same.	Not applicable
56	Does Asset no. 9 need a complete fire system including Fire and Jockey Pump etc.?	As per statutory requirements
57	What will be the pressure of the charged line?	As per statutory requirements
58	Will any other kind of Security Clearance be required for the structure constructed on Asset no. 9, apart from Police NOC?	As per statutory requirements
59	Please specify the specifications pertaining to façade glass including the specifications prescribed by BCAS, Delhi Police and any other competent authority.	As per statutory requirements
60	Please provide all specifications pertaining to security equipment including the specifications prescribed by BCAS, Delhi Police and any other competent authority.	As per statutory requirements
61	Please provide all specifications pertaining to man power including the specifications prescribed by any competent authority.	As per statutory requirements
62	Please provide all clearance requirements pertaining to man power to be recruited for construction on Asset no. 9?	As per statutory requirements
63	Does the development on Asset no. 9 need to comply with Swachh Bharat Abhiyan?	Yes

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64	If Asset no. 9 needs to comply with Swach Bharat Abhiyan will ATM be a part of commercial area?	As per statutory requirements
65	Is the SDMC the building plan sanctioning authority in the present case?	Yes
66	Is single window clearance facility available for this project?	No
67	If not, would all construction related approvals need to be routed through the SPV?	No
68	If Dwarka Expressway and UER-II are national or state highways, how it will impact the operating licenses (especially liquor license)?	As per statutory requirements
69	(i) In the event of Developer's default prior to achievement of COD, Developer should receive fair value of the construction cost already incurred till date as well as some part of lease premium payment made towards the land, since almost 2/3rd of the lease premium (which is for 63 years of lease) is payable in the first 5 years.	RfP conditions remain unchanged
70	(ii) The right to create a charge over the leasehold rights granted to the Developer under the Development Agreement should be specifically mentioned/ provided in the Development Agreement. This will facilitate the Developer to avail finance from lenders during the construction period. At present the draft Development Agreement mentions that only the building and receivables from the Project can be provided as security.	RfP conditions remain unchanged
71	(iii) Upon expiry of the term of the Development Agreement, the SPV should pay the building value of the hotel structure to the Developer (as valued by an independent valuer or as mentioned in the books of the Developer, whichever is higher)	RfP conditions remain unchanged
72	(iv) SPV should take over the responsibility of getting all the construction related approvals from various departments within a specified timeline. Developer's time limit of 5 years to achieve COD should start post all such approvals are procured by SPV. If not, then SPV should, in consultation with various Government departments, create a single window clearance system for all the construction related approvals for each individual plot.	RfP conditions remain unchanged
73	Can the developer mortgage the subject land for raising loan for the project. If yes, then what title documents would be provided to the proposed lender for raising debt on the project.	RfP conditions remain unchanged
74	Please refer to Clause 2.7.3 of the above mentioned RFP. If there are 2 members in the consortium, and having a shareholding of 75% and 25% shareholding in the consortium then only the Company having 75% shareholding is required to have a minimum networth of Rs. 250 Crores. Kindly confirm the understanding.	Refer to Corrigendum 2

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75	Is Networth only criteria for bidding? Operating and managing hotels are not indicated as an eligibility criteria.	RfP conditions remain unchanged
76	Kindly make us available the detailed site plan, zoning of the proposed hotel.	Refer to RfP
77	Kindly let us know if there are any restrictions regarding number of basements allowed in the proposed hotel.	RfP conditions remain unchanged
78	What is the maximum height approval for the proposed hotel.	RfP conditions remain unchanged
79	Will there be any extra FAR on account of GRIHA, LEED ISBC certification.	As per statutory requirements
80	Information regarding Fire permission vis a vis height of the proposed hotel.	Can be viewed at SPV office up to 18:00 Hours, August 16, 2018
81	Laws relevant/ applicable to the Environment Clearance for the site.	As per statutory requirements
82	Information regarding water, electricity availability at the site for construction.	Such services to be arranged by Developer
83	Kindly make available the Topography survey of the land.	Can be viewed at SPV office up to 18:00 Hours, August 16, 2018
84	Details regarding water/ sewer connection	Shall be provided during developer's construction period
85	Information regarding mining permission	As per statutory requirements
86	Soil Test Report, if any.	Geotechnical report can be viewed at SPV office up to 18:00 Hours, August 16, 2018. Soil test to be conducted by the developer
87	Entry/ Exit gate restrictions, if any.	RfP conditions remain unchanged
88	Will there be any dedicated Nodal officer for the approval process for the hotel.	Authorized Representative shall be assigned by SPV to facilitate. Responsibility of obtaining approvals stays with Developer.
88	Can you confirm that the document to be entered into between the parties will be a 'lease' for 63 years?	Yes
89	Since a fixed lease premium is being sought by the tendering authority, which will be a significant amount upfront, we would request that the lease period be extendable at the option of the developer/lessee for another thirty years. A total lease period 90 years (or at least 75-80 years) post commencement of operations would go a long way in making the overall investment case significantly more attractive for the operators.	RfP conditions remain unchanged

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90	While DMICDC has informed that approval to the site layout plan, maximum permissible height and the consent/approval for urban design have been obtained by them from SDMC, AAI and DUAC respectively, the Building Plans approval would be required by individual hotels from SDMC, DUAC and DDA. If that be so, the timelines fixed by DMICDC for completion of project are extremely aggressive and need to be re-looked. Further, DMICDC should undertake to get all these approvals from the relevant authorities on behalf of the operators, in order to facilitate the commissioning of the overall project with all its components – those being developed by DMICDC directly and those being developed by third parties together, and create an impactful launch of the project.	RfP conditions remain unchanged
91	As the hotel is located in proximity of the airport, would any security clearances (say from Delhi Police) be required? Would DMICDC undertake these approvals on behalf of the individual hotel developers? Would each hotel be required to erect its own boundary wall in order to secure the security clearance?	SPV will not undertake these approvals on behalf of Developers As per statutory requirements
92	As per the plan, all the proposed hotels will fall along-side the Dwarka Expressway, which we understand is a National Highway. The sale and service of the liquor within the distance of 500 meters from a National Highway is prohibited by a recent order of the Supreme Court. We assume that all the hotels will be within this distance and if that be so, how does DMICDC propose to find a solution to this issue, which is critical for the hotel industry and in fact for the success of the convention center as well? An option could be to push for de-notifying the Dwarka Expressway from a National Highway to a City Road prior to the finalization of bids. As you can appreciate, the ability to offer a complete F&B experience is critical for the success of hotels, especially those that will cater to a large volume of business visitors for events and conventions. Therefore, DMICDC's early intervention in this regard would be critical for the success of the entire hospitality supply envisioned to come up within this development.	As per statutory requirements
93	It was informed in the meeting DMICDC would create underground parking space for 20,000+ cars to meet the requirement of all the facilities housed in the project. As per MPD 2021, each hotel is required to have a specified ECS/100 sqmt. Will individual hotels be absolved of the obligation to create such car parking spaces in view of the centralized car parking space proposed to made available by DMICDC? This needs clarity.	As per statutory requirements
94	Clarity is also sought regarding the actual construction of the parking facility. Is this envisioned a common basement parking lot spanning the entire ECC and MUD with	RfP conditions remain unchanged

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	earmarked allotment for each building in the MUD or would separate parking lots be created in the basement of each MUD structure at the cost of DMICDC?	
95	It was informed that DMICDC would take a composite environmental clearance from MoEF for the entire project. It is not clear as to whether this would mean that the individual hotels would not need any environmental clearance/permission. As per the present applicable laws and regulations and classification guidelines, a hotel needs State and Central environmental clearance (as applicable) as also a formal Consent to Establish and Consent to Operate. This needs to be addressed beforehand.	As per statutory requirements
96	It was informed that DMICDC would create a Composite Waste Management Facility to take care of the waste management of all the facilities housed in the project. Would this absolve individual hotels to have their own STP and ETP which otherwise is a mandatory requirement under the environmental laws and the authorities are very strict on the same? We would appreciate your clarification on the matter.	RfP conditions remain unchanged
97	It was mentioned in the meeting that aspects of air-conditioning, electricity and water will be procured by DMICDC for the whole premise, and will be allocated to the hotels. Since this forms an important aspect of running a hotel, it would be important that adequate warranties and service level guarantees are provided to the hotels, so as to ensure that no disruptions are caused to these supplies. Further, it needs to be considered now that DMICDC should be agreeable to hold the hotels indemnified in the event of disruption of such services. The maintenance charges proposed to be charged by the SPV to the hotels for providing these common facilities (Common Area Maintenance charges) need to be declared upfront.	RfP conditions remain unchanged
98	The nature of hotels as an asset is such that they require regular investment in their upkeep and upgradation, even in the last few years of their economic life. Therefore, it is suggested that the Owner (DMICDC / SPV) considers compensating the Operator the residual value of the asset that it will take over on completion of the lease term.	RfP conditions remain unchanged
99	This development (with integrated facilities) is first of its kind thus may take exceptionally long to get local approvals. To mitigate this risk, the SPV should facilitate a single window for clearance and bidder should be liable to pay 1st tranche (25%) only after obtaining all approvals required to commence construction.	RfP conditions remain unchanged
100	Please provide list of all approvals required at the plot level to commence construction	RfP conditions remain unchanged
101	Is a separate Police NOC required? If yes, then how will the bidder comply to perimeter security guidelines without boundary walls	As per statutory requirements

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102	Since all buildings are joint at basement level, please provide clarity on how will fire approval at building level be obtained. Further, how would it be ensured that fire from building doesn't spread across buildings?	RfP conditions remain unchanged
103	Please provide clarity on how will individual plots comply to pollution control board approvals as there are central services planned for the project.	RfP conditions remain unchanged
104	Since site is in sight of line of runway, please provide glass façade guidelines that will have to be adhered to by developers.	RfP conditions remain unchanged
105	Since SPV is providing central services, will there be a performance standard established around services offered? On failure of performance standard, what recourse will the bidder have to SPV?	RfP conditions remain unchanged
106	SPV should indemnify bidder, in case due to SPV's inefficiency / poor service / negligence, the bidder faces any loss.	RfP conditions remain unchanged
107	Please share estimate of CAM that shall be paid by bidder to SPV.	<p>Refer to Article 11.1(b) of RfP</p> <p>It is further clarified that such Common Area Maintenance Charge:</p> <ul style="list-style-type: none"> (i) shall not include recovery of capital expenditure incurred by the SPV to provide the utilities/facilities/services as listed in Schedule C; (ii) shall be pro-rated on the basis of Maximum Permissible Built-up Area divided by the total planned built-up area of the overall IICC Site; and (iii) shall include apportioned administration costs incurred by the SPV, without any profit mark-up.
108	As hotel demand will be driven by commercial around it, thus it is pertinent to freeze master plan of the project	RfP conditions remain unchanged
109	There should be a blackout period for next competing auction (release of new plot) till current hotel achieved COD	RfP conditions remain unchanged
110	A detailed session is required with the planning team to understand design guidelines	RfP conditions remain unchanged

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111	Please provide detailed clarity on Substitution rights for lender	RfP conditions remain unchanged
112	Before bid, every bidder has to do a mock feasibility of massing and design. Without this analysis any serious bidder will not be able to participate and thus give a competitive bid. To complete this study, current timelines are not sufficient and thus we request an extension of 2 months	Refer to Corrigendum 2
113	It is requested that the requirement for creating a separate Company by the Selected Applicant, being a public listed company, for executing the project is removed. The Selected Applicant, being a public listed company, itself be allowed to enter into the Agreement and execute the project. Any documentation or audit requirements may be specified.	RfP conditions remain unchanged
114	i. It is requested that the Lease Premium be payable on the actual Built-up area of the property and not on the Maximum Permissible Built-up Area.	RfP conditions remain unchanged
115	ii. Currently the Maximum Permissible Built-Up Area has been arrived per the calculation of the SPV. However an independent view on the Maximum limit is required to be obtained and in case of any deviation mutual agreement on the same is required before the commencement of the proposal submission.	RfP conditions remain unchanged
116	iii. We understand that the Maximum Built-up Area of 424,872 Sq feet does not include the parking space which shall be dedicated for the hotel and will be developed by the Developer. Confirmation on the same is required.	RfP conditions remain unchanged
117	iv. Further, the parking area is not liable to be subject to the Lease Premium applicability, as per our understanding?	RfP conditions remain unchanged
118	We understand that the Developer is not required to pay any lease premium for the parking area, however the development of Basement 1 parking space for the hotel is the Developer's responsibility. Confirmation of the same is required.	RfP conditions remain unchanged
119	As per Section 2.4.4 of the RfP an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if the applicant or its Associate has a shareholding interest of more than 5% in any other Applicant, its members or Associates. This is an infeasible condition given that a public listed company may have investments in other companies in the course of its business. This limit must be removed unless the shareholding makes the other entity a subsidiary or a controlled entity.	RfP conditions remain unchanged
120	The detailed plan and specifications of the Common Services need to be listed in the RfP. This is also required for appropriate project cost determination at the Applicant's end.	Refer to Corrigendum 2

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	<p>Further a date be fixed on which the common services/area will be made available to the Developer for their use.</p> <p>The developer should be compensated for any delay or inadequacy of the common services @ 0.01% of Capital Employed for per day of delay.</p> <p>Also a resolution mechanism for the inadequacy in the service be established for settlement or termination, if not resolved within a reasonable time to be agreed in the agreement terms.</p>	
121	<p>Article 5 of the Draft Developer Agreement requires the Developer to obtain all the Applicable Permits for the Project during the construction period and after COD.</p> <p>Considering the nature of the entire IICC development, where the SPV is providing multiple services as listed in the Schedule C of the Draft Development Agreement (on which the Developer has no control), it is required that the SPV facilitate a single window clearance for the Developer for all Applicable Permits required during the construction phase and required for the commencement of operation. Trade licences may be excepted.</p>	<p>Authorized Representative shall be assigned by SPV to facilitate. Responsibility of obtaining approvals stays with Developer.</p>
122	<p>Article 11 of the Draft Developer Agreement and Section 2.1.3 (v) of the RfP obligates the Developer to pay; Common Area Maintenance Charge and Centralised Services Charges:</p> <p>A detailed projection along with the break-up and basis of both these expenses are required considering that they will have an impact on the Project Financials.</p> <p>Further, clarity is required on the basis of allocation of these expenses and the components which form a part of these expenses.</p> <p>How will any variations be handled over the lease period?</p>	<p>Refer to Article 11.1(b)</p> <p>It is further clarified that such Common Area Maintenance Charge:</p> <ul style="list-style-type: none"> (i) shall not include recovery of capital expenditure incurred by the SPV to provide the utilities/facilities/services as listed in Schedule C; (ii) shall be pro-rated on the basis of Maximum Permissible Built-up Area divided by the total planned built-up area of the overall IICC Site; and (iii) shall include apportioned administration costs incurred by the SPV, without any profit mark-up. <p>Refer to Article 11.1(c)</p>

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		<p>It is further clarified that such Centralized Services Charges:</p> <ul style="list-style-type: none"> (i) shall not include recovery of capital expenditure incurred by SPV to provide the utilities/facilities/services as listed in Schedule C; (ii) shall be pro-rated on the basis of Maximum Permissible Built-up Area divided by the phased planned built-up area of the overall IICC Site; (iii) shall be charged basis actual consumption of such services by Project; and (iv) shall include apportioned administration costs incurred by the SPV, without any profit mark-up. <p>It is clarified that phased planned built-up area shall be calculated as follows:</p> <ul style="list-style-type: none"> (i) For Contract Years on or before March 2025, this area shall be equal to 4,67,000 sq. m. (ii) For Contract Years after March 2025, this area shall be equal to 10,70,000 sq. m.
123	<p>Article 4 of the Draft Developer Agreement mandates the Developer to construct defined parking facility as per the provisions of Schedule D of the agreement. Further Schedule D requires the Developer to meet the requirements for development of parking facility as mentioned in “Annexure 3.a. Basement Plan and Dimensions” and “Annexure 3.b. Basement Parking Compartmentalisation_Plot 9”</p>	<p>RfP conditions remain unchanged</p>

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	<p>Considering that the hotel developer will need to ensure guest security – it is understood that while the development of parking spaces will be done as part of the project – access will be limited to Hotel guests only.</p> <p>It is understood that the first level basement parking will be without any boundary and shall be common to the entire complex and each developer shall develop the parking area related to their plot. However, the developer will be allowed to segregate the parking areas to ensure guest safety and no untoward ingress on the property? Confirmation on the same is required.</p> <p>Further, clarity is required on any how damages/ ingress during future developments happening next to the Hotel plot will be prevented?</p> <p>How is the funding of the parking area development proposed? It is understood that the same is not part of the allowably Built up Area. Kindly confirm.</p>	
124	<p>The documents are silent on the compensation for the asset to Developer and by the SPV at the end of the Term of 63 or 63 + 30 years. The Developer must be suitably compensated at the end of the Term (whether 63 or 63+30 years). The same must be built into the agreement and basis clearly specified.</p>	RfP conditions remain unchanged
125	<p>The Term of the Agreement is 63 years from the date of signing the Agreement extendable by additional 30 years upon mutual consent. The Draft Agreement accounts for delay in SPV's failure to procure the IICC Phase 1 completion by March 31, 2021 by a) extending the Project COD by equivalent period and b) by extending the Lease Premium also by equivalent period.</p> <p>However, the terms must include clause of compensation to be paid by the SPV to the Developer in such case at the same rate applicable to the Developer. i.e. 0.1% on the Capital Employed by the Developer including the Lease Premium considering that the Hotel will be dependent on the IICC for generating its revenues.</p> <p>Further, a specific outside time limit (maximum two years) needs to be established for this delay by SPV. Any delay beyond two years, should lead to an SPV Default triggering the Termination Payments as per 13.3 in the Draft Development Agreement.</p>	Refer to Corrigendum 2

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126	<p>Article 2 (g) of the Draft Developer Agreement restricts the Developer from sublicensing, subletting or subleasing any part of the project. However it is understood that the retail space of maximum 20% of the permissible built-up area can be sub-leased/let/licensed by the Developer.</p> <p>Confirmation of the same is required.</p>	RfP conditions remain unchanged									
127	<p>As per our understanding of Article 11 of the Draft Developer Agreement, following shall be the schedule of payment of the lease premium:</p> <table border="1" data-bbox="224 475 1171 834"> <thead> <tr> <th data-bbox="224 475 436 523">Instalment No</th> <th data-bbox="436 475 667 523">Amount</th> <th data-bbox="667 475 1171 523">Due date</th> </tr> </thead> <tbody> <tr> <td data-bbox="224 523 436 603">1</td> <td data-bbox="436 523 667 603">25% of Lease Premium</td> <td data-bbox="667 523 1171 603">With 30 days of issue of LOA</td> </tr> <tr> <td data-bbox="224 603 436 834">2-11</td> <td data-bbox="436 603 667 834">7.5% of Lease Premium</td> <td data-bbox="667 603 1171 834"> Each instalment of 7.5% of Lease premium is payable in 4 equal quarterly instalments commencing from the 1st quarter of the Contract Year. Each quarterly payment is to be paid on the 1st day of the quarter. </td> </tr> </tbody> </table> <p>The understanding of the clause is not clear. Clarification along with an example is requested.</p>	Instalment No	Amount	Due date	1	25% of Lease Premium	With 30 days of issue of LOA	2-11	7.5% of Lease Premium	Each instalment of 7.5% of Lease premium is payable in 4 equal quarterly instalments commencing from the 1st quarter of the Contract Year. Each quarterly payment is to be paid on the 1st day of the quarter.	RfP conditions remain unchanged
Instalment No	Amount	Due date									
1	25% of Lease Premium	With 30 days of issue of LOA									
2-11	7.5% of Lease Premium	Each instalment of 7.5% of Lease premium is payable in 4 equal quarterly instalments commencing from the 1st quarter of the Contract Year. Each quarterly payment is to be paid on the 1st day of the quarter.									
128	<p>Post facto Change of Scope should not be allowed. The terms must be clarified in full before execution of the Agreement. This clause must be deleted.</p>	RfP conditions remain unchanged									
129	<p>The Article does not state a time period for the compensation in the scenario where termination is done due to default of SPV. The same is requested to be incorporated in the Agreement – with a maximum limit of 3 months from the date of default, pending which penalty at 0.1% on the Capital Employed by the Developer including the Lease Premium will be payable by the SPV to the Developer.</p>	RfP conditions remain unchanged									
130	<p>Divestment Requirement as per Article 14 requires the developer to transfer all the applicable permits and also bear the cost for the same.</p> <p>It is submitted that the responsibility to obtain the applicable permits and obligation of payment of cost be vested on the SPV for the transfer of applicable permits under the</p>	RfP conditions remain unchanged									

S. No.	Query	Response/ Clarification
	Divestment requirement. The Developer shall extend the support required which is within his scope.	
131	<p>As per Schedule A "Terms of Lease" clause 1.3 (b); Existing rights of way, easements, privileges, liberties and appurtenances to the Project site shall not be deemed to be Encumbrances.</p> <p>The said clause Schedule A 1.3 (b) is not clear. It is submitted that the said sub-clause is deleted as the SPV will need to provide the project free of any rights of way, easements, privileges, liberties and appurtenances.</p>	RfP conditions remain unchanged
132	<p>The following details regarding the SPV, ie, IICC Limited is required</p> <p>The legal status and the ownership details of the Company</p> <p>Current fund status of the SPV and the planned source of funding for the entire development, ie, including for the phases after Phase 1.</p>	Documents pertaining to the legal status and ownership of the company can be viewed at SPV office up to 18:00 Hours, August 16, 2018.
133	i. The Hotel project is highly dependent on the business of the Exhibition and Convention Centre ("ECC"), hence the business plan of the ECC is requested to be shared with the prospective applicants in order to assess the feasibility of the project.	RfP conditions remain unchanged
134	ii. Considering the dependence of the Hotel on the ECC, a Minimum Guarantee in the form of number of events/ footfall to the ECC is required to be a part of the SPV's covenants.	RfP conditions remain unchanged
135	iii. Also it is submitted that a minimum of 200000 Square meter area of commercial space be part of Phase 1. This is critical to drive business traffic and consequent events/ exhibitions for which the infrastructure is being set up in the first place.	RfP conditions remain unchanged
136	iv. Further a strict timeline about the others Phases of the project is published as the hotel viability shall change depending on the completion of the other Phases of the Project as they cover a larger chunk of the development. Also a remedy should be made available to the Developer in case the SPV fails to meet the timelines for the other Phases or cancels the plan to develop the remaining part of the Master Plan.	RfP conditions remain unchanged
137	It is understood that the land for development currently held by SPV has been leased to it by DIPP. Further the DIPP has obtained the land from DDA. It is requested that the land ownership details are shared along with the details of tenure/arrangement between the three parties namely; IICC Limited, DIPP and DDA.	Documents pertaining to the land ownership can be viewed at SPV office up to 18:00 Hours, August 16, 2018.

S. No.	Query	Response/ Clarification
138	The Complex concept has included many other government infrastructure such as the dedicated metro connectivity directly from Airport Expressway, multiple connections from Urban Extension Road I and II, etc. These facilities form an integral part of the entire development infrastructure. The current status and the timelines of completion of these facilities if requested to be shared.	RfP conditions remain unchanged
139	The current timelines of the bid process are very tight and it is requested that these dates be extended. The bid date is requested to be extended to December 2018 to facilitate finalization of all the terms along with the information to be provided by the IICC and formulation of business plans at the Applicant's end to make the project a success.	Refer to Corrigendum 2
140	It is requested that the list of approvals obtained by the SPV for the development of the complex is shared. Also the list of pending approvals is communicated along with the expected timelines of obtaining those approvals.	RfP conditions remain unchanged
141	Clarity is requested on the applicable taxes on the site. Clarity is also sought on any Stamp duty along with any other applicable taxes on the transaction and in due course over the lease period?	As per statutory requirements
142	Is there is a scope to increase the Plot size, as the plot size offered is very tight for a prestigious project like this?	RfP conditions remain unchanged

INDIA INTERNATIONAL CONVENTION & EXHIBITION CENTRE LIMITED

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