India International Convention & Exhibition Centre Limited

Addendum No. 1 dated -14.10.2025

Request for Proposals for DEVELOPMENT, OPERATION AND MAINTENANCE OF MIXED-USE DEVELOPMENT PLOTS AT IICC, NEW DELHI, TO BE ALLOTTED ON UPFRONT LONG-TERM SUB-LEASE BASIS

This Addendum sets out the changes to the RFP and the Draft Sub-Lease cum Development Agreement post pre-bid:

S.No	**Clause No./Page No**	**Existing Clause**	**Revision / Modified Clause** (Deletions are indicated with a ~~strikethrough~~ and additions are highlighted by an underline)
		Request for Proposals	
1	2.1.5 (vii) (a)	(a) Lease Premium amount that becomes payable by the Selected Bidder pursuant to conclusion of the Selection Process and issuance of LoA. The payment of the Total Lease Premium amount shall be made within 120 (one hundred and twenty) days of the issuance of the LoA in the stages set forth in Annexure-D. The quoted Lease Premium is exclusive of all applicable taxes; therefore, the Developer shall be liable to pay to the Authority the Lease Premium along with the applicable taxes thereon;	(a) Lease Premium amount that becomes payable by the Selected Bidder pursuant to conclusion of the Selection Process and issuance of LoA. The payment of the Total Lease Premium amount shall be made within ~~120 (one hundred and twenty) days~~ 180 (one hundred and eighty) days of the issuance of the LoA in the stages set forth in Annexure-D. The quoted Lease Premium is exclusive of all applicable taxes; therefore, the Developer shall be liable to pay to the Authority the Lease Premium along with the applicable taxes thereon;
2	2.3.2	The Authority will not be liable to pay any interest on the Bid Security. Bid Security of unsuccessful Bidders shall be returned within 15 (fifteen) days of issuance of the LoA to the Selected Bidder, without any interest or when the Selection	The Authority will not be liable to pay any interest on the Bid Security. Bid Security of unsuccessful Bidders shall be returned within 15 (fifteen) days of issuance of the LoA to the Selected Bidder, without any interest or when the Selection Process is cancelled by the Authority. The Selected Bidder's Bid Security shall be ~~returned, without any interest upon the Developer signing the Agreement~~ adjusted in the second instalment for making payment of the balance 70% of the Lease Premium as specified in Annexure D to this RFP.

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<td>Process is cancelled by the Authority. The Selected Bidder’s Bid Security shall be returned, without any interest upon the Developer signing the Agreement</td>
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<td>3</td>
<td>2.4.4</td>
<td>A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:</td>
<td>A Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process for the same Plot(s), if:</td>
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<td>4</td>
<td>Annexure D</td>
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STAGES OF PAYMENT OF LEASE PREMIUM FOR EACH PLOT
<table>
<tr><th>Sr. No.</th><th>Percentage of Lease Premium</th><th>Timeline for Payment</th></tr>
<tr><td>1.</td><td>30% after adjusting 2% of the Bid Security amount already paid</td><td>Within 30 days of issuance of LoA</td></tr>
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<td>2.14</td>
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<tr><td>Date of issue of RFP</td><td>27th August 2025</td></tr>
<tr><td>Pre-Proposal meeting</td><td>30th September 2025</td></tr>
<tr><td>Authority’s response to queries/ requests for clarifications</td><td>10th October 2025</td></tr>
<tr><td>PDD</td><td>17th October 2025</td></tr>
<tr><td>Opening of Technical Proposals received</td><td>18th October 2025</td></tr>
<tr><td>Date of e-Auction</td><td>6th November 2025</td></tr>
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<tr><td>Opening of Technical Proposals received</td><td>07 November 2025</td></tr>
<tr><td>Date of e-Auction</td><td>25 November 2025</td></tr>
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<td colspan="4">Draft Sub Lease Cum Development Agreement</td>
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<td>6</td>
<td>6.1.2(k)</td>
<td>(k) effect and maintain at its own cost, during the entire Term, such insurances for such maximum sums as may be required under Applicable Laws and as may be necessary or prudent in accordance with Good Industry Practices while ensuring that the Authority is named as co-insured, including but not limited to:
(i) contractor’s all risk insurance covering all risks including</td>
<td>k) effect and maintain at its own cost, during the entire Term, such insurances for such maximum sums as may be required under Applicable Laws and as may be necessary or prudent in accordance with Good Industry Practices while ensuring that the Authority is named as ~~co-insured~~ an interested party or loss payee under such policies, so as to protect the Authority’s reversionary interest in the Site and the structures thereon and to ensure that all insurance proceeds relating to damage or destruction of the developed *{office complex/ hotel/ serviced apartment, as the case may be}* are duly applied towards reinstatement or reconstruction, including but not limited to:
(i) contractor’s all risk insurance covering all risks including any loss, damage or destruction or construction work in relation to the Project including for Force Majeure events;
(ii) workmen’s compensation insurance;
(iii) third party liability insurance; and
(iv) such other insurance policies as may be required,
the Developer shall submit proof of having obtained and maintained aforesaid insurances during the Term.</td>
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		any loss, damage or destruction or construction work in relation to the Project including for Force Majeure events; (ii) workmen's compensation insurance; (iii) third party liability insurance; and (iv) such other insurance policies as may be required, the Developer shall submit proof of having obtained and maintained aforesaid insurances during the Term.	
7	6.1.2 (p)	(p) provide the Authority with 2 (two) copies of a statement of its accounts audited by a third-party auditor, within 90 (ninety) days of the close of the Contract Year to which such statement pertains;	(p) provide the Authority with 2 (two) copies of a statement of its accounts audited by a third party auditor, within ~~90 (ninety)~~ 180 (One Hundred and Eighty) days of the close of the Contract Year to which such statement pertains or within the maximum period permitted under the Companies Act, 2013 for the filing of adopted annual audited accounts with the jurisdictional Registrar of Companies, whichever is later;
8	6.2.5	6.2.5 The Developer shall procure that each of the Project Agreements: (a) does not contain any terms and conditions which are contrary to or in derogation of the terms of this Agreement; (b) contains a stipulation that the validity of such Project Agreement shall be co-terminus with this Agreement; (c) contains provisions that entitle the Authority to step into such Project Agreement, in its sole	6.2.5 The Developer shall procure that each of the Project Agreements: (a) does not contain any terms and conditions which are contrary to or in derogation of the terms of this Agreement; and (b) contains a stipulation that the validity of such Project Agreement shall be co-terminus with this Agreement. ~~(c) contains provisions that entitle the Authority to step into such Project Agreement, in its sole discretion, in substitution of the Developer in the event of Termination.~~

		discretion, in substitution of the Developer in the event of Termination.	
9	6.6.3	Subject to prior written consent of the Authority, the Developer may create a charge or assign its rights in favour of banks or financial institutions providing debt financing for the Project, but strictly limited to: (a) the permanent structures or buildings constructed on the Project Site (excluding the land); and (b) the Developer's receivables or contractual rights under this Agreement, provided that such financing arrangement: (i) does not compromise or adversely affect the Authority's rights under this Agreement; (ii) does not amount to a transfer or assignment of interest in the land; and (iii) is executed on terms that recognize the Authority's rights, including step-in rights under Clause 6.6.4.	Subject to prior written consent of the Authority, the Developer may create a charge or assign its rights in favour of banks or financial institutions providing debt financing for the Project, but strictly limited to: (a) the permanent structures or buildings constructed on the Project Site (excluding the land); and (b) the Developer's receivables or contractual rights under this Agreement, provided that such financing arrangement: (i) does not compromise or adversely affect the Authority's rights under this Agreement; and (ii) does not amount to a transfer or assignment of interest in the land~~; and~~ ~~(iii) is executed on terms that recognize the Authority's rights, including step-in rights under Clause 6.6.4~~.
10	6.6.4	In the event of default by the Developer under any financing agreement, the senior lenders or financing institutions (the "**Lenders**") shall have the right, with prior written approval of the Authority, to substitute the Developer with another entity	In the event of default by the Developer under any financing agreement, the senior lenders or financing institutions (the "**Lenders**") shall have the right, with prior written approval of the Authority, to substitute the Developer with another entity ("**Nominated Company**"), provided that the substitution does not adversely affect the timelines, quality, or performance standards of the Project.~~:~~ ~~(i) such substitution or novation is proposed in accordance with the terms of a duly executed substitution agreement between the Authority, the Developer, and the Lenders;~~ ~~(ii) the Nominated Company possesses the requisite satisfies the eligibility criteria laid down in the Request for Proposal (RfP) and obtains all necessary approvals required under Applicable Laws; and~~

		(“**Nominated Company**”), provided that: (i) such substitution or novation is proposed in accordance with the terms of a duly executed substitution agreement between the Authority, the Developer, and the Lenders; (ii) the Nominated Company satisfies the eligibility criteria laid down in the Request for Proposal (RfP) and obtains all necessary approvals required under Applicable Laws; and (iii) the substitution does not adversely affect the timelines, quality, or performance standards of the Project.	~~(iii) the substitution does not adversely affect the timelines, quality, or performance standards of the Project.~~
11	12.1.2	New clause inserted	(j) any Graded Response Action Plan (GRAP) or similar statutory restrictions levied by any government authority or the National Green Tribunal, directly affecting supplies and work of the Project for a continuous period exceeding 48 (forty-eight) hours; and (k) Any event or circumstances of a nature analogous to any events set forth above.
12	12.1.2 (h)	(h) Non-receipt of requisite Government approvals and sanctions;	(h) Non-receipt/ delay in the grant of requisite Government approvals and sanctions for the Project, solely to the extent arising from Site-specific conditions directly attributable to the Authority, provided that the Developer has duly complied with all requirements, submissions, and follow-up actions necessary for obtaining such approvals in a timely manner, and has promptly notified the Authority in writing of any such delay along with supporting evidence;

	2.3.2	The Authority will not be liable to pay any interest on the Bid Security. Bid Security of unsuccessful Bidders shall be returned within 15 (fifteen) days of issuance of the LoA to the Selected Bidder, without any interest or when the Selection Process is cancelled by the Authority.	The Authority will not be liable to pay any interest on the Bid Security. Bid Security of unsuccessful Bidders seeking a refund of their Bid Security are required to submit a request through the 'EMD Refund Request' link available in their MSTC Buyer login. Refunds will be processed within 2–3 working days. Bidders are advised to ensure that their bank details are verified by uploading a cancelled cheque from their login to facilitate a smooth refund process ~~shall be returned within 15 (fifteen) days of issuance of the LoA to the Selected Bidder, without any interest or when the Selection Process is cancelled by the Authority~~.
13	2.7.9 (ii)	The Bidder quoting the next highest Lease Premium shall be kept in reserve.	The clause stands deleted
14	Section 4 – Procedure for e-Bidding and e-Auction - eAuction:	Additional Pt 16	The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint/representation will be entertained by MSTC/ IICC in this regard. Once the bid is submitted, it cannot be retracted by the bidder for any reason whatsoever. Hence Bidders must be careful to check (the Bid Amount/No. of 0s /No of Digits etc.) their bid (rectify, if required) before submitting their Bid into the live e-Auction floor by clicking the 'Bid Button. In case of any bid being equal to or more than 5 (five) times the bid incremental value, a WARNING will be displayed on the Bidder's screen before he confirms/submits the bid. During Live Auction, only brief Property details will be shown under Lot Name on the Auction Floor where Bidders are required to bid. The complete Property Details can be seen by the Bidders by clicking on the respective Item hyperlinked under Lot Name and it shall be the responsibility of the Bidders to see the Item Details before bidding and no representation/complaint in this regard will be entertained by MSTC / IICC from the Bidders.

15	Section 4 - Procedure for e-Bidding and e-Auction - eAuction:	Additional Pt 17	Request for modification of bid after closing of the auction will not be entertained under any circumstances. The Pre-Bid Earnest Money Deposit (EMD) / Bid Security submitted by the successful H1 bidder shall be liable for forfeiture under the following circumstances: a. If the successful bidder withdraws the bid during the validity period of the offer. b. If the successful bidder fails to comply with the terms and conditions of the auction, including but not limited to, non-submission of required documents, non-payment of the bid amount or any part thereof within the stipulated time. c. If any misrepresentation or suppression of facts is found in the documents or information submitted by the bidder. d. If the bidder fails to honour the offer after being declared as the successful bidder.
16	Section 4 - Procedure for e-Bidding and e-Auction	Section 4 – Procedure for e-Bidding and e-Auction	**Section 4 to be read as:** **Section 4 – Procedure for e-Bidding and e-Auction** **Steps to be taken by the Buyer for Online Registration** **Registration** a. Log on to MSTC's e-Auction Website at https://www.mstcecommerce.com b. Click on e-Auction --> Scrap & Custom Goods -> General Auction c. On next page, click on the link "New Registration" d. On the next page, the **General Terms & Conditions of e-Auction** will be displayed. Please click on **"Register as Buyer"** to proceed. e. Agree to the **BUYER SPECIFIC TERMS & CONDITIONS (BSTC)** and proceed further. f. Register For "**General Auction**". At this stage, buyer has to verify their mail id and mobile no. by generating OTP. After successfully verifying your mobile and Email, Buyer has to complete registration form. Please note that at this point, correctness of GST no. and PAN no. will be checked by the system and buyers who do not have valid GST and PAN will not be able to submit the form. g. Buyers may check the details by clicking on 'Preview' button and if details are appropriate press Submit button. Upon successful registration, you will receive a confirmation mail on the e-Mail address entered in the registration form indicating unique 'Buyer Ref. No.' and further details. h. Buyers have to pay one time registration fees of Rs. 10,000/-+ 18 % GST (11,800/-) after login to MSTC's account using login ID password created by the buyer at the time of online registration. i. At the time of login, Buyers have to enter OTP received on mobile/email.

Submission of RfP Processing Fee and Bid Security through e-Payment

1. **RFP Processing Fee -** Bidders are advised to deposit the **RFP Processing Fee** of **INR 1,00,000/- plus 18% GST** in favor of **IICC**, as specified in **Clause 2.1.17**.
2. **PRE BID EMD / BID SECURITY SUBMISSION** :

   Bidders are advised to ensure that the Bid Security / Pre-Bid EMD amount is credited to their MSTC EMD ledger prior to the submission of their Technical Proposal. As per Clause 2.3.1, any Technical Proposal submitted without the requisite Bid Security amount applicable to the plot(s) concerned shall be summarily rejected.

   Bidders are strongly advised to ensure that the Pre-Bid EMD is submitted well in advance. Early submission will help avoid any last-minute issues, payment delays, or complications that could affect participation in the auction.

   To participate in the auction, prospective bidders are required to deposit the Pre-Bid EMD amount for each property (Lot) they intend to bid for, using the “Pay Pre-Bid EMD” link available on their MSTC Buyer Login Home Page.

Pre-Bid EMD Payment Procedure

1. Log in to your MSTC Buyer account.
2. Click on the **“Pay Pre-Bid EMD”** link available on the Buyer Login Home Page.
3. Enter the required **Pre-Bid EMD amount** as specified in the auction catalogue against the relevant lot(s)/auction.
4. Click on **“Proceed to Payment.”**
5. Enter the **bank account details** (Savings/Current/OD account) in the **name of the company**.
6. Print the **RTGS Mandate Form** and transfer the amount accordingly.

Important Instructions:

- The **Pre-Bid EMD** must be paid **only** through **NEFT/RTGS** using the **“Pay Pre-Bid EMD”** link.
- **Do not make payments** using the **“E-Payment”** link or via **Demand Draft (DD) / Pay Order (PO)**.
- Refunds, as per the bidder’s online request, will be processed by **MSTC Registered Office, Kolkata**, on the **next working day**, through the **“EMD Refund Request”** link (active between **6:00 a.m. and 12:05 p.m.**, one day after the close of the e-auction).
- Any **Pre-Bid EMD** paid through other methods will be **refunded without activation** of the bidder, and such bidder shall **not be eligible** to participate in the e-auction.
- The **Pre-Bid EMD** of the **H-1 bidder** shall be **retained by MSTC Ltd.**

			<u>Instructions for Payment of Global Pre-Bid EMD through Fixed Virtual Account Number (VAN)</u> MSTC also has the provision of a Fixed Virtual Account Number (VAN). This enables bidders to make payments seamlessly without the need to generate a new challan for each transaction. Process to be followed for this is as follows : (i) Log in to your MSTC Buyer account. (ii) Click on the **“Pay Pre-Bid EMD”** link. (iii) You will be redirected to a page where you can **generate your Fixed VAN**. **Available Banks:** MSTC has integrated the Fixed VAN facility with the following banks: • **Bank of Baroda** • **Axis Bank** • **State Bank of India (SBI)** (iv) **<u>Generation and Use of Fixed VAN:</u>** • Bidders can generate Fixed VAN(s) for one or more of the above banks. • Add the generated VAN(s) to your **beneficiary list** for future payments. • Once created, the same Fixed VAN can be used **multiple times** for topping up or making Pre-Bid EMD payments. • There is **no need to generate a new challan** or add the beneficiary again for subsequent payments. (v) **<u>Payment Modes:</u>** • Payments can be made via **NEFT, RTGS or IMPS**. • Use of **IMPS** mode is recommended for **instant payment credit** and **immediate buyer ledger update**. **(vi) <u>Bidder-Specific VAN:</u>** • Each bidder will have **unique Virtual Account Numbers** for each bank (Bank of Baroda, Axis Bank and SBI). • These numbers are **bidder-specific** and cannot be used by any other bidder. **(vii) <u>Scope of Use:</u>** The **Fixed VAN** facility is applicable **only for Global Pre-Bid EMD payments**.

Submission of Proposals

1. Visit the MSTC E-Commerce website- https://www.mstcecommerce.com/auctionhome/index_new.jsp and log in as a **Buyer** through the **OTP-based authentication**.

2. After logging in, the homepage with multiple links will appear.
3. Click on the **'Upload Document'** link to proceed with the submission of Technical proposal documents after selecting the relevant Auction Number from the drop-down list.
4. The portal allows the upload of the required document one at a time. Incase of multiple documents, each file must be uploaded individually using the **'Upload Document'** link for every upload.
5. Please note that **only PDF files up to 4 MB in size** can be uploaded.

e-Auction:

1. The Bidders who qualify for e-auction as per rules stipulated in the RFP document will be intimated about their qualification for the e- auction through email. It shall be the sole responsibility of the Bidder to regularly check their email. MSTC / IICC will not be responsible for non-receipt of email by the Bidder and its consequences.

2. E-auction is the process of inviting binding Lease Premium amounts above the Reserve Price applicable for a plot (**"Financial Proposal"**) from Qualified Bidders through internet for the purpose of determination of the Selected Bidder. During this process, the Qualified Bidder will be able to submit its Financial Proposal as many times it wishes. The Qualified Bidder will remain anonymous to other Qualified Bidders participating in the electronic auction process as well as to MSTC/ IICC. The Qualified Bidders will be able to see the prevailing highest Financial Proposal, but the name of such Qualified Bidder at any point of time will not be displayed. The Qualified Bidder shall have to put its Financial Proposal above the displayed highest Financial Proposal to become the highest Qualified Bidder. The e-auction process will have a scheduled start and close time which will be displayed on screen. A Qualified Bidder will be able to put its Financial Proposal after the start of bid time and till the close time of electronic auction. Incremental Value in a multiple of INR 10 lakh will only be considered. The current server time (IST) will also be displayed on the screen. In the event a bid is received during the last 8 (eight) minutes before the scheduled close time of electronic auction, the close time of electronic auction will be automatically extended by 8 (eight) minutes from the last received Financial Proposal time to give equal opportunity to all other Qualified Bidders. This process of auto extension will continue till there is a period of 8 (eight) minutes during which no Financial Proposals are received.

3. For example, assuming that the initial scheduled close time for a particular electronic auction is 1:00 pm and a Financial Proposal is received at 12:55 pm, the scheduled close time shall be revised to 1:03 pm. Again, if a Financial Proposal is received at 1:01 pm, the scheduled close time shall be revised to 1:09

			pm and so on. In the event that there is no further Financial Proposal received till 1:09 pm, the electronic auction will close at 1:09 pm. The revised close time will be displayed on screen and Qualified Bidders should keep refreshing its webpage to get the latest information. 4. The above example is only illustrative and meant for guidance only.
17	11.3	Common Area Maintenance Charges	a) CAM Charges during Construction phase – INR 1.9/sqft b) CAM Charges during operation phase – INR 6.0/sqft (For year 2025) * Escalation in CAM charges per sqft is 5-10% as per industry norms *Refer clause no 11.3.1 for services covered under CAM charges. The Areas to be covered by the common maintenance charges shall include the following - complete landscape of IICC including all horticulture, cleanliness and maintenance of the common areas, peripheral surveillance system, external fire maintenance, maintenance of common area toilets and seating arrangement, external street lighting along the road.
18	11.5	Centralized Services Charges	For Centralised Service Charges, a tentative fixed charges of INR 13.40 Per sqft and consumption charges as per actuals will be paid by developer/ bidder separately. Post Commercial Operation Date, for service under Schedule B of Sub lease Agreement, service agreement will be finalized depending upon on the requirement of developer/bidder.
19	11.6	External Development Charges (EDC)	INR 440/sqft