

**Request for Proposal(RFP) for selecting
Catering Service Provider at IICC
(India International Convention & Expo Centre)
Operated by KINEXIN Convention Management
Private Limited**

May 2023



**KINEXIN Convention Management Private Limited
(Ordering Company)**

**Request for Proposal for selecting Catering Service Provider at IICC
(India International Convention & Expo Centre) Operated by KINEXIN
Convention Management Private Limited**

Tender No. : KINEXIN / May 2023

Date : May 5, 2023

Subject : Request for Proposal for selecting a Catering Service Provider at IICC(India International Convention & Expo Centre)Operated by KINEXIN Convention Management Pvt. Ltd.

KINEXIN Convention Management Private Limited (hereinafter KINEXIN), the operating company for IICC(Located in Dwarka Sector 25, New Delhi, India), invites eligible and qualified Catering Service Providers to participate in this competitive tender. All documents including proposal and any evidence materials shall be submitted electronically latest by the Bid Submission End Date and Time as mentioned in this RFP. No other method of delivery is permitted. Submission of hard copies shall be requested

Overview of Tender

Participation Fee * Non-Refundable * Bidder must pay GST at 18%	Rs. 30,000/- (Rupees Thirty Thousands) plus 18% GST through bank transfer to KINEXIN Convention Management Pvt. Ltd. * Must be paid one day before the Bid submission date
Bid Security * Bidder must pay GST at 18%	1% of MAG(Minimum Annual Guarantee) of first contract year(Year 1) plus 18% GST through bank transfer to KINEXIN Convention Management Pvt. Ltd.
Bid Submission Starting Date	5 MAY. 2023
Last Date of Queries from Bidder	30 MAY. 2023(till 12:00)
Bid Submission End Date * All Document Submission * Bid Security Payment Deadline	30 MAY 2023(till 14:00)
Bidders' Presentation	00 JUNE 2023(date & time to be notified individually) * Presentation session is held for only shortlisted bidders * Mode of Presentation will be notified later
Notification of Selection	in thirty(30) days from End of Presentation * Result will be posted on IICC Website

* Bank Account : 701000023085 / Shinhan Bank, New Delhi

Beneficiary : KINEXIN Convention Management Pvt. Ltd.

IFSC Code : SHBK0000004 / Address : 3rd Floor, D-6, South Extension, Part-II, New Delhi, 110049

For downloading of materials / details of tender, please visit our website : www.iiccnewdelhi.com

In case no bidders are considered either valid or eligible, KINEXIN reserves the right not to confer a Notification of Selection and to repeat the whole tender process. Any bidders shall not appeal to KINEXIN's such decision.

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Disclaimer

- I. The primary purpose of this RFP is to enable the Parties (including companies, corporations or any other organizational entities) interested in this tender to acquire relative and essential information which is significant to their tender process. It is solely Participating parties' responsibility to peruse and interpret the content of this RFP. In no circumstances, KINEXIN Convention Management Private Limited, or its Chairman, Managing Director(MD), CEO(Chief Executive Officer) or any member of KINEXIN is responsible for Participating parties' misinterpretation or misunderstanding of the content or phrase included in this RFP.
- II. Participating Parties shall be aware that some or any content of this RFP is used as a guideline on the preparation of proposal and as materials on major terms and conditions of tender that KINEXIN is planning to open. However, Participating parties shall conform to, fulfil or abide by any applicable laws, legal obligations or any issues arising out of the observance of such applicable laws.
- III. Though the information included in this RFP may be construed in different legal ways, KINEXIN Convention Management Private Limited reserves the full right to deny any sort of legal obligations caused by such multiple interpretations. Participating parties shall not hold KINEXIN responsible for inadequacy, insufficiency or insubstantiality of the content of this RFP which may result in different legal interpretations.
- IV. Schedule for tender, Award of Contract and Conclusion of Contract is subject to change at KINEXIN's discretion without any notice to participating parties. Participating parties / Selected Bidder or contracting party shall not raise any complaints or appeal to such decision made by KINEXIN.
- V. Concerning the clarity or interpretation of the content included in this RFP, any information, interpretation or comment is not valid unless confirmed or verified by the authorized person at KINEXIN. KINEXIN has no obligation to respond to the queries or opinions of Participating parties and explicitly has no responsibility for any expected claims or grievances arising out of such 'no' response.
- VI. All the proposals not arriving by the deadlines specified in this RFP are not accepted and considered void. No excuses can be made for the late submission of the proposals. As mentioned in this RFP, all expenses incurred for preparing, delivering or any other actions related to proposal are borne by the participating parties. KINEXIN has no obligation to return any fees to unsuccessful participants.
- VII. KINEXIN reserves the full right to request the participating party to amend or modify any of content of their proposals and participating parties' denial to do so is considered ineligible for tender.

I. Essential Information for Proposers(Bidder)

1. Purpose

This Request for Proposal has been designed to clearly present to the potential catering providers who will be performing the catering operation including but not limited to production, processing, supply and selling of the foods and beverages within ICC premise an accurate information on the scope of the work, qualification of proposers, evaluation criteria, guideline on proposal and etc.

2. Scope of catering operation on bidding

Catering that the successful bidder shall perform is the operation throughout the whole area by utilizing facilities specified in Table 2 and areas specified in Table 1 below. Bidder shall be able to perform the catering operation for the indoor and outdoor spaces specified below without cessation all through the contract years.

<Table 1: Areas for Catering Operation>

Area		Space (sqm)	Details
Exhibition Hall 1(EH 1)	Area for Catering	28,800	o Hall 1 (160m x 180m x 16m)
Exhibition Hall 2(EH 2)	Area for Catering	25,600	o Hall 2 (160m x 160m x 16m)
Convention Centre (B1F)	Area for Catering	1246	o Rm. B101 (A): 623sqm (31m x 19m) o Rm. B101 (B): 623sqm (31m x 19m) * Height: 3.97m * B101 (A), B101 (B) Combinable
Convention Centre (GF-1F)		4,066	o Auditorium : 78m x 46m x 22.5m
Convention Centre (2F)		543	o Rm. 201: 328sqm (14m x 23m) o Rm. 202: 215sqm (15m x 14m) * Height: 3.82m
Convention Centre (3F)		1,309	o Rm. 301: 223sqm (11m x 19m) o Rm. 302: 310sqm (15m x 19m) o Rm. 303: 162sqm (11m x 14m) o Rm. 304: 291sqm (15m x 19m) o Rm. 305: 323sqm (16m x 19m) * Height: 3.97m
Convention Centre (4F)		885	o Rm. 401: 148sqm (12m x 11m) o Rm. 402: 150sqm (12m x 11m) * Rm. 401 and 402 Combinable o Rm. 403: 134sqm (11m x 11m) o Rm. 404 (A): 178sqm (11m x 15m) o Rm. 404 (B): 178sqm (11m x 15m) * Rm. 404 (A) and 404 (B) Combinable o Rm. 405: 97sqm (8m x 11m) * Height: 3.97m
Convention Centre(6F)		4,500	o Grand Ballroom: 3400 sqm (83m x 41m x 10m)

			o Prefunction Area: 1100sqm
Outdoor Exhibition Area		TBD	*to be shared with over vendors under KINEXIN's supervision
Future Development			o Exhibition Hall 3, 4, 5

<Table 2: Facilities for Catering Operation>

Area		Space (sqm)	Details
Exhibition Hall 1(EH 1)	Catering facilities	1,384	o B1F: 670sqm o GF: 280sqm o 1F: 434sqm
Exhibition Hall 2(EH 2)	Catering Facilities	N/A	o Catering Facilities at EH1 and CC to be used
Convention Centre	Catering Facilities	461	o 5F Kitchen: 440sqm o 6F Pantry: 21sqm

< Important Note Regarding Scope of Work >

1. Any temporary kiosks, stalls, snack bars or food trucks, all of which may be set up by the exhibition/convention organiser in the form of event sponsorship, do not fall into the scope of works for the Service Provider that this Contract intends to select. However, with the consent of KINEXIN, Service Provider may contact the event organisers for an opportunity to perform the aforementioned services.
2. In case of temporary kiosks, stalls, snack bars or food trucks set up within the rented indoor event spaces, including the lobby and pre-function area in front of the exhibition hall/meeting rooms that will be inevitably utilised due to the events, Catering Service Provider will have priority over the F&B Integrated Service Provider in contacting and negotiating with the event organisers. F&B Integrated Service Provider can enter negotiation only when the Catering Service Provider fails to reach an agreement with the organisers.
3. In case of temporary kiosks, stalls, snack bars or food trucks to be set up outdoors, both Catering Service Provider and F&B Integrated Service Provider acknowledge and agree that they are on equal grounds and the organisers can hire either one of the two providers if desired.
4. If the roles of the Catering Service Provider and F&B Integrated Service Provider are performed by the same party, Clauses 2 and 3 of this section will not be applicable.

* The above specifications and the equipment and fittings inside each area are subject to change depending on KINEXIN's internal circumstances without prior notice(Refer to ANNEX 1 to 6).

* The size of conference rooms and exhibition halls is in meters without decimal points.

* The operation areas of Catering Service Provider, as defined in the table above, are spaces that event organisers will temporarily occupy during events. The areas not specified in the

table above, including but not limited to Designated Space for Restaurants, Retail Shops and any other functions, are not Catering Service Provider's scope of work. Catering Service Provider shall not encroach into such areas and perform any practices that may interfere with the operators of those designated areas except when such activities are solicited by KINEXIN.

3. Qualification & Previous Performance

- A. Bidders shall satisfy all the requirements below to be qualified as of date of tender
- 1) Bidders must have FSSAI certificate, IndiaHACCP Certificate and other related credentials for food and beverage operation. (ISO certification is ideal but not mandatory)
* If the bidder does not have IndiaHACCP Certificate at the time of proposal submission, the bidder must submit a letter of confirmation signed by its CEO stating they will have it by the COD(1st of October, 2023 as of now) and a proof of its application for the certificate. The bidder should also submit a copy of the India HACCP Certificate as soon as they obtain it.
 - 2) The annual revenue specific for Catering and F&B operations for the following terms must exceed standards specific to each term as outlined below.
 - a. Pre-COVID Year(FY 19-20): INR 1,500,000,000 (150 crore) / Approx. 18 million dollars(USD)
 - b. Immediate Post-COVID Year(FY 21-22): INR 1,250,000,000 (125 crore) / Approx. 15 million dollars(USD)
 - c. Current Year(FY 22-23): INR 1,500,000,000 (150 crore) / Approx. 18 million dollars(USD)
*** As Fiscal Year 22-23 is yet to be completed as of the date of this Tender, the bidder must submit a letter of confirmation signed by its CEO regarding their projected annual revenue for FY 22-23. The bidders should submit an audited financial report for FY 22-23 as soon as it becomes available.**
 - 3) Credit Rating level(issued by accredited agencies) above BBB0 in the last financial year
 - 4) Previous capabilities(performance) for the last five(5) financial years
 - a. Experience in managing more than twenty(20) banquets attended by more than five hundred(500) pax(actual count of person consuming the Foods and Beverages) PER YEAR or
 - b. Experience in managing international events attended by at least five hundred(500) pax from two(2) or more countries(actual count of person consuming the Foods and Beverages) in the last five(5) fiscal years and
 - c. Experience in managing at least one large-sized event, either in India or abroad, attended by at least ten thousand(10,000) pax(actual count of person consuming the Foods and Beverages)
* All cuisines shall be available both in Vegetarian / Non-Vegetarian settings
 - 5) Number of employees in the Catering and F&B sector within India is more than five hundred(500).

The bidder must be able to present a proof of such employment upon KINEXIN's request.

B. Evidence of qualifications

Bidders wishing to participate in this tender shall prove their eligibility by submitting official / accredited documents with effective seals.

- 1) Copy of FSSAI and India HACCP certificate / related credentials (Notarization is required)

* If the bidder does not have India HACCP Certificate at the time of proposal submission, the bidder must submit a letter of confirmation signed by its CEO stating they will have it by the COD (1st of October, 2023 as of now) and a proof of its application for the certificate. The bidder should also submit a copy of the India HACCP Certificate as soon as they obtain it.

- 2) Financial statement for the fiscal years specified in Clause 3. A. 2 duly endorsed by a chartered accountant
- 3) Letter of confirmation signed by CEO regarding the projected annual revenue for FY 22-23
- 4) Credit Rating Level Certificate (Notarization is required)
- 5) Proof of Performance stated in Clause 3. A. 4

a. List of names, organizers and attendees for the events

* All above documents submitted to KINEXIN shall be duly notarized and accredited.

C. Consortium

Forming a consortium to gain eligibility for this tender is strictly prohibited

4. Bid Security

- A. Bidders shall pay the bid security along with all related documents and proposal as directed in this RFP. Bid security is one hundredth (1%) of MAG (Minimum Annual Guarantee) for the first contract year as stated through Article 7.
- B. Bid security shall be paid to KINEXIN's designated bank account and Bidders shall submit the evidence of such payment along with proposal
- C. Bid security paid by not Selected Bidders shall be returned after the bidder is selected. Such Bid Security amount shall be an interest free deposit.

5. Contract Term

- A. The service contract for Catering Service Provider comes into effect from the time of receipt of the officially signed and sealed contract by KINEXIN.
- B. KINEXIN and the Selected Bidder will conclude the contract for the basic and initial term of five (5) years. The contract can be renewed once for an additional term of five (5) years upon mutual agreement in writing by both Parties.
- C. When renewing the contract, the Selected Bidder shall provide KINEXIN with the proposal for MAG and commission rates for the following five (5) years six (6) months prior to the final date of Contract Year 5. Upon reviewal, KINEXIN shall notify the

Selected Bidder of its decision three(3) months prior to the last date of Contract Year 5. The Selected Bidder shall respond in writing to KINEXIN within fifteen(15) days from KINEXIN's notification that the Selected Bidder accepts all the terms and conditions proposed by KINEXIN.

- D. Every Contract Year ends on the 31st of March, the last day of the Indian fiscal year. In case of Contract Year 1, starting date of the Contract year is set to COD(Commercial Operation Date, to be officially confirmed and announced by IICC Limited under the Ministry of Commerce and Industry, Government of India. Hereinafter referred to as 'COD') whereas the rest of Contract Years start and end identical to the fiscal year(April 1st to March 31st every year).

6. Commencement of Operation

- A. The starting date of Catering Operations by Selected Bidder shall be the COD (Commercial Operating Date), which shall be issued by Ministry of Commerce and Industry of India.
- B. Before COD, the Selected Bidder shall participate in the Pre-commissioning tests and Commissioning activities of the IICC venue as a part of KINEXIN's team. To avoid uncertainties, the costs incurred to the Selected Bidder from the Pre-commissioning tests and Commissioning activities are to be borne by the Selected Bidder. The Selected Bidder is to examine the areas/facilities of the building related to its operations, including but not limited to the kitchens and pantries, during the Pre-commissioning tests and Commissioning activities.
- C. The Selected Bidder shall complete all the necessary arrangements for catering operations of the exhibition halls prior to the COD.
- D. The Selected Bidder shall complete all the necessary arrangements and preparations for catering operations of the Convention Centre and other areas prior to the COD.
- E. Since the Area for Catering specified in Table 1, Exhibition Hall 1, Exhibition Hall 2 and Convention Centre are under construction, the exact starting time of the Selected Bidder's catering operations may vary. Aside from the completion of construction work, the COD may affect the initiation of catering operations. The Selected Bidder shall not claim its operating right, extension of the contract, or sue KINEXIN for the any damages caused by such a delay.
- F. Facilities to be used for the Selected Bidder's catering operations are limited to those stated in Table 2, which are expected to be installed during Phase I of construction. Facilities for the Selected Bidder's operation are subject to changes during the pre-COD period discussion between KINEXIN and IICC Limited.

7. Minimum Annual Guarantee(MAG) and Commission

- A. Minimum Annual Guarantee (MAG) is the amount that the Selected Bidder shall pay to KINEXIN regardless of the Selected Bidder's gross annual revenue generated from catering operation. MAG varies during the term of the contract as follows.

Contract Year	Expected Gross Annual Revenue	MAG
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Year 1	A	10% of A
Year 2	B	10% of B
Year 3	C	10% of C
Year 4	D	10% of D
Year 5	E	10% of E

- 1) MAG represents ten percent(10%) of the Selected Bidder's Expected Gross Annual Revenue. The amount of MAG will be fixed as the figures identical to those submitted in the Financial Proposal for the bid. (ATTACHMENT – 3) It will not be affected by the actual performance of the Selected Bidder during its operations.
- 2) Expected Gross Annual Revenue is to be completed by the bidders when participating in the bid as a part of the Financial Proposal. (ATTACHMENT – 3).
- 3) MAG rises at a minimum rate of three percent(3%) for Year 3 and five percent(5%) for Years 4 & 5. There is no minimum rate of increase for Year 2, and the minimum amount of MAG for Year 2 shall be equal to the amount of MAG for Year 1.
If any given year's MAG is lower than its previous year's MAG increased by the minimum rise percentage, the Selected Bidder shall pay the latter to KINEXIN.
- 4) As stipulated in Article 5. Contract Term, Year 1 of the contract starts on COD and ends on the 31st of March in the following year.
- 5) When the Contract is renewed by both parties in writing, the minimum increase rate for MAG shall be above five percent(5%) from Year 6 onwards. However, in case the WPI(Whole Price Index) in the year immediately before exceeds five percent(5%), such WPI shall be applied. For example, if the WPI of Year 6 is seven percent(7%), exceeding five percent(5%), the MAG for Year 7 will increase by seven percent(7%).
- 6) In case the Selected Bidder's Actual Gross Annual Revenue exceeds the Expected Annual Gross Revenue that the Selected Bidder submitted in the bid, the total amount that the Selected Bidder shall pay is as follows:
 - * $MAG + \{(Actual\ Gross\ Annual\ Revenue - Expected\ Gross\ Annual\ Revenue) \times Commission\ Rate\}$
 - * Expected Gross Annual revenue in this formula shall be the figures identical to those submitted in the Financial Proposal for this bid. (ATTACHMENT – 3)
 - * Commission Rate is the percentage the bidder proposed along with the Expected Gross Annual Revenue in the Financial Proposal for this bid. (ATTACHMENT – 3)
- 7) Regarding the method and deadline of the MAG payment, refer to the actual contract.

B. Support Facilities

- 1) Area of support facilities for catering operations, including but not limited to the kitchen, storage, office space, etc., can be expanded or reduced by the official consent of KINEXIN.
- 2) The Selected Bidder shall pay the fundamental rental/management fee for the kitchen areas it utilises, which will be calculated using the formula below.
 - $INR\ 200/sqm \times 440sqm = INR\ eighty-eight\ thousand(88,000)$ per month
 The basic rental/management fee above is calculated for the Kitchen on the 5th Floor of the Convention Centre only. Should the Selected Bidder choose to utilise the Kitchens

in Exhibition Hall 1, additional rental/management fees will be applied at the same rate. For clarification, all applicable taxes, including GST, shall be borne by Selected Bidder.

- 3) In case Selected Bidder requests an office area or space and KINEXIN consents to Selected Bidder's such request, KINEXIN may offer Selected Bidder a bare office space (completely unfurnished) depending on the availability of supporting spaces within IICC. KINEXIN does not raise an invoice towards Selected Bidder for office rental but charges Selected Bidder for utility costs incurred by the occupation of office space. In addition, it is utterly Selected Bidder's obligation to furnish the given office spaces. KINEXIN is not responsible for furnishing such spaces. To avoid any uncertainties and doubt, any damages done to the given space shall be restored to its original condition at Selected Bidder's own expense.

C. Utility Costs

- 1) Selected Bidder shall pay the cost of utilities for the use of the kitchen for their catering operations, including but not limited to electricity, water, waste management, heating, air-conditioning, etc., and the cost of using internet connections for the EPOS system and other necessary features, to the bank account designated by KINEXIN on the 15th of each month for the duration of the Contract Term. Utility cost is exclusive of all applicable taxes, and the related taxes are to be borne by the Selected Bidder.
- 2) The official rate of utilities which is determined by the agreement between KINEXIN and IICC Limited shall be applied.
- 3) Selected Bidder, upon conclusion of the contract, shall be responsible for maintaining the optimal condition of the operation area and auxiliary spaces such as kitchen, pantry and any other spaces pertaining to their catering operation. All utility costs incurred by maintaining those areas shall be borne by Selected Bidder.

D. Additional Charge for Overdue Payment

In the event that the Selected Bidder fails to fulfil their financial liabilities such as payment of MAG and utility cost without any proper reasons, additional charge shall be imposed on Selected Bidder. Method and interest rate of additional charge shall be determined by the contract concluded between KINEXIN and Selected Bidder.

E. Security Deposit

- 1) The Selected Bidder shall make a full payment of security deposit which is hundred fifty(150) percent of MAG for Contract Year 1 within thirty(30) days of contract.
- 2) In case both parties renew the Contract, the amount of security deposit that the Selected Bidder shall pay to KINEXIN is one hundred fifty(150) percent of MAG for Contract Year 6, which is the starting year of the renewed Contract.
- 3) Security Deposit paid by the Selected Bidder is interest-free.
- 4) In case the Contract is terminated for any reason, KINEXIN shall return the security deposit to the Selected Bidder within 90 days of termination with the proviso that the Selected Bidder completely fulfils all duties and obligations stated in the RFP and the

Contract. Unless the Selected Bidder successfully executes the articles of the RFP and the Contract, KINEXIN may make some deduction from the Selected Bidder's security deposit or request an additional indemnification from the Selected Bidder.

8. Conclusion of Contract

- A. Selected Bidder shall conclude the contract with KINEXIN within ten(10) days of the Notification of Selection. Unless the contract is concluded successfully within ten(10) days, the Selected Bidder's status becomes void and the bid security paid by the Selected Bidder belongs to KINEXIN.
- B. Within such ten(10) days of Notification of Selection, KINEXIN may request the Selected Bidder to amend or modify any part of the contents of their proposal and the Selected Bidder shall comply with such request from KINEXIN.
- C. It is further acknowledged that the Selected Bidder shall execute the Contract provided with this RFP on 'as is' basis and shall not request any change of or amendment to this RFP or the Contract before execution of the stated Contract.

9. Finalization of Contract

- A. Conclusion of Contract is officially finalized when the Selected Bidder and KINEXIN sign and seal the contract document after the Selected Bidder completely pays the amount of Security Deposit(equivalent to one hundred fifty(150) percent of MAG for Contract Year 1 proposed by the bidder) stipulated in Article 7 of this RFP.

10. Payment Schedule for MAG, Utility Costs and Security Deposit

- A. KINEXIN shall invoice The Selected Bidder for MAG and other expenses incurred, such as utility costs and other related costs, by the monthly payment deadline. The Selected Bidder shall pay one-twelfth of the MAG calculated in Clause 7. A and all related expenses, including but not limited to utility costs and other costs, by the 15th of every month for the entire Contract Term to KINEXIN's designated bank account.
- B. In the case of Contract Year 1, the Selected Bidder shall start paying KINEXIN the monthly MAG(one-twelfth of total MAG) on a prorated monthly basis from the date of operation commencement, which is identical to COD.
For instance, if COD is confirmed to the 1st of October, 2023, the amount the Selected Bidder shall pay to KINEXIN in Contract Year 1 is as follows.
 - Monthly MAG(one-twelfth of MAG) x six months
(Oct. Nov. Dec. of 2023 and Jan. Feb. Mar. of 2024)
- C. In order to guarantee the Selected Bidder's financial liabilities including, but not limited to, MAG, commission, utility costs and any other financial duties caused by and stipulated in this RFP and applicable law, the Selected Bidder shall pay in full to KINEXIN security deposit stipulated in Clause 7. E of this RFP within thirty(30) days of the conclusion of the contract.

11. Compliance for The Selected Bidder

- A. The Selected Bidder shall complete all the procedures for concluding and finalizing the contract with KINEXIN within the period stipulated by this RFP and shall pay the security deposit accordingly. Failure to make a payment of security deposit or to finalize the contract results in the loss of status as the Selected Bidder and the security deposit paid by the Selected Bidder belongs to KINEXIN.
- B. Any conditions, terms, articles or clauses of this RFP and related attached materials are considered as effective as the actual contract. Finalized contract and this RFP are complementary and of the same legal effects. Interpretation of any conditions or terms not stipulated or stated in this RFP or contract shall comply with related laws.
- C. Proposals, financial figures or any other materials submitted by the Selected Bidder shall be considered part of the contract. In addition, in case that KINEXIN requests the Selected Bidder to submit additional proposals or any other materials, the Selected Bidder shall make a submission of those documents within three(3) days from KINEXIN's such request. Selected Bidder's failure to do so may result in the cancellation of the bidding.
- D. In order to secure the transparency of revenue settlement, the Selected Bidder(or contracting party) shall equip the operation area with the revenue management system that is operated electronically and shall comply with KINEXIN's request for revenue report at any time.
- E. All financial figures including but not limited to expenses, revenue, MAG and any others are exclusive of all applicable taxes which shall be borne by the Selected Bidder.
- F. Selected Bidder(contracting party) shall submit to KINEXIN within seven(7) days of the Notification of Selection the copies of all related credentials, permits and licenses that are required for their catering operation within IICC premise. In addition, the Selected Bidder(contracting party) shall be responsible for renewing all credentials, permits and licenses at its own expense during the whole contract term.
- G. KINEXIN, even when the Selected Bidder is in operation, may request the Selected Bidder to shift, move or relocate the operation areas, kitchens or any other supporting facilities to gain more efficiency in operation. The Selected Bidder shall cooperate with such request from KINEXIN.
- H. The Selected Bidder shall submit CVs(Curriculum Vitae) of participating personnel such as Head of Operation and other key members to KINEXIN before officially finalizing the contract. These CVs shall be included as part of bidder's proposal along with personnel management plan.(Refer to II.3.B)
- I. The Selected Bidder(contracting party) shall directly operate the catering service and shall not sublet, transfer and hand over any part of the catering service.
- J. In case of significant national events or important international conventions/conferences that may require the transformation, repair or refurbishment of IICC facilities for safety and management purpose, KINEXIN may request the Selected Bidder(contracting party) to reduce or stop the operation hours and the Selected Bidder(contracting party) shall comply with KINEXIN's such request without any objections.

12. Expense for Bidding

- A. All bidders shall be responsible for all the expenses incurred for preparation and submission of proposal and presentation sessions. KINEXIN shall not be responsible for such expenses.

13. Amendment, Modification to RFP

- A. KINEXIN reserves the right to amend or modify the content of RFP at any time before the date of bid submission.
- B. All amendments and modifications will be shared with the interested parties and the interested parties shall make a proposal reflecting such changes.

14. Acquisition of Information Required for Proposal

- A. All bidders shall collect and acquire all information and reference materials that they need to make out proposal at their own expense. Bidders shall not raise or lodge complaints against KINEXIN for not securing information and materials constituting part of their proposal during the tender or even after the conclusion of the contract.
- B. Any unauthorized or unapproved visit of the bidders to IICC site in Dwarka, Sector 25 is prohibited.

15. Installation and Maintenance of the Operation Facilities

- A. The Selected Bidder(contracting party) shall bear all the costs for installation, production and maintenance of the facilities which are not provided in the area stated in Table 1 and Table 2 of Article 2 of this RFP. In addition, the Selected Bidder may utilize the facilities in possession of KINEXIN but the Selected Bidder, at its own cost, is obligated to return all the facilities to their original conditions or status on KINEXIN's approval at the time of termination of the contract.
- B. The Selected Bidder(contracting party), in case of need, shall make out and submit the application for the use of facilities and shall obtain a final approval from KINEXIN before the date of operation commencement stipulated in Article 6 of this RFP.
- C. In case that the Selected Bidder(contracting party) wishes to install any additional facilities for their operation, the Selected Bidder shall obtain prior approval from KINEXIN and all the expenses related to that installment shall be borne by the Selected Bidder. KINEXIN reserved the right to terminate or annul the contract without any prior notice in case that the Selected Bidder(contracting party) modifies or repair any part of the facilities, equipment or any properties in KINEXIN's possession.
- D. In case that the Selected Bidder desires to install or set up the facilities in addition to those provided by KINEXIN, the Selected Bidder shall obtain any related government permit or licenses at its own cost and KINEXIN's approval prior to such installation work.
- E. The Selected Bidder(contracting party) shall be responsible for timely payment of all the expenses for preparation of interior, equipment and facilities and all related utility costs incurred including but not limited to electricity, gas and heating.

16. Operation and Management

- A. The Selected Bidder shall make out a business plan that enables all the catering customers to use the related facilities conveniently.
- B. Operation hours are determined by both parties well reflecting the nature of catering service at IICC. However, KINEXIN may request the Selected Bidder to extend or reduce the operation hours and to temporarily cease the operation whenever necessary. The Selected Bidder shall comply with KINEXIN's such direction.
- C. In case that the Selected Bidder wishes to adjust the operation hour or to cease the operation , the Selected Bidder shall make a request in writing to KINEXIN in advance to obtain KINEXIN's approval.
- D. Management of basic principles
 - 1) KINEXIN may conduct an annual 'service monitoring' to evaluate the Selected Bidder's fulfilment of the contract. In case that the result of the monitoring does not reach the desired level designated by KINEXIN, KINEXIN may terminate the contract without notice.
 - 2) The Selected Bidder shall prepare hygienic precautionary plans for any sort of pandemic situations including but not limited to COVID-19 in order to ensure a full compliance with the guidelines of WHO(World Health Organization) and orders or SOP(Standard Operating Procedures) from all related government authorities. KINEXIN reserves the rights to inspect the Selected Bidder's area of operation at any time of the contract period for such compliance. The Selected Bidder shall immediately respond to KINEXIN's request for modifications after inspection.
 - 3) KINEXIN reserves all rights to notify the Selected Bidder of the criteria and standard score of the service monitoring.
 - 4) Despite 1) and 2) of this article, KINEXIN may regularly or occasionally conduct the checkup for the operation of catering services. In case of any non-compliance detected, KINEXIN may request the Selected Bidder to make an immediate modifications and the Selected Bidder shall follow such direction of KINEXIN.
 - 5) In case that the Selected Bidder wishes to stick any promotional materials to inside or outside of IICC, the Selected Bidder shall submit a request in writing to KINEXIN to obtain prior approval on the size, type, material and content of the materials.
 - 6) The Selected Bidder shall regularly conduct the training for its staff to infuse them with the sense of kindness and service. The result of each training session shall be maintained in writing and shall be submitted when requested by KINEXIN.

17. Catering Service at IICC Tenant's discretion

- A. In case KINEXIN rents out any part of IICC property to organisers for events entailing F&B services and the organisers request external catering services, KINEXIN and the Selected Bidder shall, to respect their mutual customer's needs, carry out a discussion in a reciprocal manner. When it becomes evident that The Selected Bidder cannot meet the demands and requirements of the organisers, the organisers can hire external catering services with KINEXIN's approval. The Selected Bidder shall not raise disputes against such decisions nor request KINEXIN to amend or modify any conditions or Articles in

this Contract or in the RfP.

II. Proposal Submission

Tender Documents mean this RFP, Contract, Bidder's proposal and any other documents submitted related to this tender. Bidder shall stamp and sign at the bottom of every page of bare Tender Documents without any alteration or modifications as an indication of Bidders' full understanding and acceptance of the content of Tender Documents.

1. Guidelines on Proposal

- A. Proposal shall be prepared in twenty five(25) to one hundred(100) pages(Based on A4 paper).
- B. Proposal shall be made and prepared in English. Any acronyms, abbreviations or any sort of catering industry terminologies in shortened form shall be explained by allocating pages for 'glossary' in proposal'.
- C. Proposal shall contain all the components required in article 3 of this section. Failure to contain any of the components required may result in disadvantages to the proposer.
- D. Proposal shall be prepared in PPT(Powerpoint) format. No particular restriction on the size, type or color of the font. However, the proposer is responsible for any illegibility issue arising from the font.
- E. Any materials which support the content of the main body of the proposal shall be attached to the back of the proposal.
- F. The language in proposal shall be clear and succinct. The unclear or indefinite expressions in the proposal including but not limited to 'may' or 'probably' are considered impossible when evaluating the proposal.
- G. The Currency for the proposal shall be Indian National Rupees(INR)
- H. The content and any attached materials shall not be amended or modified unless requested by KINEXIN.
- I. This RFP, together with all proposals and documents provided by the Bidder shall be considered the property of KINEXIN and shall not be returned to the Bidder
- J. Printing and Binding of the proposal
 - 1) Size of the paper for printing : A4(210mm / 297mm) / Should be properly bound
 - 2) Hard Copies: Ten(10) set of copies(Proposal + Attachment)
 - 3) Soft Copies: Three(3) x USB(Universal Serial Bus) containing all scanned bidding proposal documents

2. Important Notes

- A. Proposal shall be submitted by the representative of the proposing party along with all attachments and supporting documents electronically to KINEXIN. Hard copies of proposals and any other documents shall be submitted upon later request. In case that the submitter is not the representative, the submitter shall provide the document proving that the submitter is officially deputed by the representative for the submission.
- B. Only one proposal shall be submitted. If a Party submits more than one proposal, all such proposals shall be disqualified.

- C. KINEXIN reserves the right to request the proposer(Bidder) to make an additional proposal or to submit additional supporting materials. Those submitted by the request of KINEXIN are considered as effective as the proposal and materials already submitted.
- D. Submitted proposal and related materials shall not be returned to the proposer. The proposer shall be responsible all the expenses incurred for making, preparing, printing and binding the proposal.
- E. KINEXIN reserves the right to accept or reject any proposal without giving any explanation.
- F. In case that any part of proposal is found false or turns out to be invalid, KINEXIN may disqualify the proposal from the bidding without notice and may terminate the contract even after the contract is concluded.
- G. KINEXIN may verify any information specified in the Bidder's response and the Bidder shall extend all cooperation in this regard if requested by KINEXIN.
- H. Additional points will be awarded to the bidder who also participates in the bid for the Food & Beverage Integrated Service Provider(F&B ISP) selection.

3. Component of Technical Proposal

Proposal must include the items and made in the order specified below:

A. General Information

- 1) Company overview(Capital, Annual Revenue, Manpower and etc.) and brief corporate history
- 2) Corporate Features and Competitive Edges (within five pages)
 - * Corporate revenue and capital must be verified by submitting the documents officially signed by accredited auditor.

B. Proposers(Bidders)' Competences

- 1) Experience in operation of large-scale event and international conferences/conventions
 - a. Portfolio of catering operation for large-scale events and international conferences (Size, feature and specific operation detail of each event)
 - * Proof of previous performance(stated in Clause I. 3. B) shall be submitted.
- 2) Menu for Catering Operation
 - a. Plan for Menu Selection(Indian, Chinese, Western, Wedding Foods and others occasionally requested by clients or organizers)
 - * Indian, Chinese and Western menus must be included
 - * Menu suggested shall be available both in Vegetarian / Non-Vegetarian
 - b. Method of guaranteeing the prominent quality of F&B on the menu at all times
 - c. Any imageries or pictures wherever needed
- 3) Pricing for Menu
 - a. Pricing for each menu
 - b. Reason for pricing(Menu composition, Ingredients, Targeting certain level of clients, etc.)
 - c. A plan for developing additional menus with a wide pricing range that can cater to the organiser's needs, including high-end VIP menus and mid- to low-range priced menus (within three pages)

- 4) Plan for Marketing
 - a. Detailed strategies for achieving or overachieving the target revenue and maximizing the revenue (within five pages)
 - b. Detailed examples of the proposers' previous major marketing initiative utilizing its assets and any external facilities
 - c. (If applicable) A plan for F&B outlet attraction, to be submitted separately as a part of the proposal for the bidding of Food and Beverage Integrated Service Provider(F&B ISP). Applicable only if the bidder is also participating in the F&B ISP bid.
 - * Additional points will be awarded to the bidder participating in both bids.
- 5) MAG, Expected Annual Revenue and Commission Rate
 - a. MAG(Minimum Annual Guarantee)Amount and Expected Revenue that the proposer generates in each contract year
 - * This part constitutes the MAG part of the contract.
 - *The bidder shall propose the MAG and Expected Annual Revenue from contract Year 1 to Year 5(initial term of contract) as defined by Clause I. 7. A. of this RFP.
 - *The bidder shall include this in the proposal and also fill in Attachment 3.
 - b. Commission Rate
 - The bidder shall propose the Commission Rate for Year 1 to 5(initial term of contract) as stated in Article I. 7.
 - *The bidder shall include this in the proposal and also fill in Attachment 3.
- 6) Operation & Management
 - a. Size of total manpower / Ratio of Manpower breakdown
(Experienced / Newcomers), (Regular / Part-Timer)
 - * **CV for Head of Operation and other key members shall be submitted**
 - b. Plan for recruiting and management
(Including recruitment of personnel with special skills)
 - c. Plan for Quality Control and Managing Service
 - Customer satisfaction / Quality control program that the proposer used or is currently in use.
 - Quality Control or Customer Satisfaction program that the proposer plans to adopt to the catering operation at IICC
 - . Including how to receive the customer's opinion and inconvenience and how to resolve customers' grievance
- 7) Deployment plan for the Pre-commissioning tests and Commissioning activities before COD (within three pages)
 - * Should include the number of personnel to participate in Pre-commissioning tests and Commissioning activities for each sector of catering operations)

C. Time Schedule

- 1) Time schedule for the entire work by task (Preferably using Gantt Chart)
 - a. Time schedule for Pre-COD period must be included

4. Completion of Bidding Process

As stated in I. 7(Minimum Annual Guarantee and Commission) and II. 3. B ‘Proposer’s Competences’, the bidders wishing to participate in this tender shall submit Attachment 3 (Financial Proposal) along with the proposal, related documents and other forms attached to this RFP. All documents shall be submitted via email by the deadline designated by KINEXIN. No other methods of delivery are acceptable. Any applications or documents received after the deadline will be returned and will not be considered valid.

The Proposer, unless requested by KINEXIN, shall not contact or communicate with any employee of KINEXIN and evaluators except the email address provided below. In case that KINEXIN detects any of the Proposer’s attempt to contact by means other than what is specified below, such Proposer will be eliminated from the tender immediately and shall not object to KINEXIN’s such decision.

* Email for Submission: hson@kinexin.com

* Address for hard copy submission is to be notified later, if necessary

* Proposals received at any other email IDs shall risk being disqualified

III. Evaluation and Selection

1. Pre-Evaluation Review

- A. KINEXIN reserves the right to ask the proposers to make sure whether or not the proposal is properly prepared to all guidelines presented in this RFP and to gain more clarity on the content in the proposal. All queries and answers shall be made in writing.
- B. Proposer is responsible for any miscalculation of arithmetic figures on the proposal. KINEXIN reserves the right to interpret the arithmetic figures in the following order. In case that the proposer does not agree with such interpretation of KINEXIN, the proposal submitted may be invalid.
 - 1) Figures in Sub-Total and Grand-Total precede the ones in Unit Price
 - 2) Figures in say(words in amount) precede the ones in number
- C. KINEXIN may annul or nullify the proposal not in compliance with the RFP guideline before or after the evaluation.

2. Evaluation

Details on presentation and evaluation of the proposal will be carried out as scheduled in this RFP.

3. Evaluation Procedures

- A. KINEXIN forms an evaluation committee for assessing the proposal. The procedures for evaluation are as follows.
 - 1) Assessment of the proposal
 - 2) Assessment of Price Bidding(Attachment 3)
 - 3) Selection of Bidder by total score(Proposal + Price Bidding)

- * **Presentation session for evaluating the proposals will be held for the shortlisted bidders only**
- * **The presentation session may take place physically or virtually. The time and place of the presentation session will be notified.**

4. Scoring

- A. Perfect score of 100 points is composed of 50 points for Technical proposal and 50 points for Financial proposal.
- B. Bidders failing to meet the qualification criteria shall be automatically disqualified
- C. Since this bidding is entirely internal, the final evaluation score is not disclosed and the bidder reserves no right to request KINEXIN to open the evaluation result.

IV. Termination and Nullification of Tender

1. KINEXIN, in its sole discretion and without incurring any obligation or liability, reserves the right to cancel or nullify the Tender at any time during the selection process before the final Notification of Selection, especially when an eligible bidder is deemed to be absent after the evaluation. The bidder has no right to raise claim or dispute against such decision of KINEXIN.
2. KINEXIN may terminate or nullify this tender in case that any part of proposal is found false or turns out to be invalid.(II. 2. F)
3. The bidders shall not undertake any change, modification, or amendment in any part of this RFP and contract.
4. In the event of termination of Operating Services Agreement(OSA) between KINEXIN and IICC Limited or on closure/withdrawal of business by KINEXIN in territory of India for any reason whatsoever, any legal effectiveness of this tender shall automatically stand terminated. In such scenario, the Selected Bidder has no right to raise claim or dispute against such decision by KINEXIN as well as IICC Limited.
5. Both KINEXIN and The Selected Bidder also shall agree, acknowledge, and accept that IICC Limited(SPV), with whom KINEXIN entered into OSA for the overall operation of IICC, reserves the right to replace KINEXIN in this Contract in case that OSA between KINEXIN and IICC Limited is officially terminated or suspended.
6. In case of any force majeure situations including but not limited to war, local provocation, riot, environmental pollution, or national catastrophe such as earthquake, flooding, and storms or any other disastrous situations deemed as Force Majeure by Government of India or International Organizations, KINEXIN may cease the operation for a relevant period of time or nullify this RFP and terminate the contract accordingly.

V. FORMS and ATTACHMENTS

<Attachment 1 – Application Form>

<u>Application Form for Catering Service</u> <u>at IICC(India International Convention & Expo Centre)</u>		
No.	Category	
1	Name of the Company	
2	Company Address	
3	Telephone Number(Landline)	
4	Mobile Number	
5	Email Address	
6	Website	
7	Business Registration	(Fill in any applicable fields)
	7.(1) Fax Number	
	7.(2) Email Address	
	7.(3) GST Registration Number	
	7.(4) TAN Number	
	7.(5) CIN Number	
	7.(6) Trade License Number	
	7.(7) PAN Card Number	
	7.(8)VAT Registration Number	
8	Contact Executive	
	8.(1) Name	
	8.(2) Designation	
	8.(3) Telephone(Landline / Mobile)	
	8.(4) Email ID	
9	Date of Establishment	
10	Annual Gross Revenue on Catering and F&B Operations	(Number and Say)
	10.(1) Revenue for 2019 – 2020(INR)	(Number) (Words)
	10.(2) Revenue for 2021 – 2022(INR)	(Number) (Words)
	10.(3) Revenue for 2022 – 2023(INR)	(Number) (Words)
11	Income Tax Return for respective years 2019 – 2020, 2021 – 2022 and 2022 – 2023.	
12	Any Other Information	

* Copy of documents proving the figures filled in No. 7, 10, 11 sections shall be submitted.

* Letter of confirmation signed by CEO regarding the projected annual revenue for FY 22-23 shall be submitted.

* All documents shall obtain the registered company seal and signature of the bidder's top representative or its authorized signatory and shall be notarized.

I have fully read and understood all terms and conditions stipulated in this RFP and agree to all articles and clauses in the contract. It is thoroughly accepted that I am responsible for any invalid or false information on the above categories and shall agree to the KINEXIN's decision to nullify the tender and terminate the contract at KINEXIN's discretion.

I declare that my company has not been charged with, convicted of illegality or unlawful actions regarding previous food and beverage operation. If any illegality or unlawfulness in my previous operation is found before and after the submission of this application, I accept that this tender shall be automatically nullified by KINEXIN and my company shall be disqualified.

*** Submitter**

Date of Submission :

Name of Company :

Address in full :

Name of Representative : (Signature)

(Company Seal)



KINEXIN Convention Management Private Limited

<Attachment 2 – Memorandum for Proposal Evaluation>

Memorandum for Technical Proposal Evaluation

Subject: Selection of Catering Service Provider at IICC(India International Convention & Expo Centre)

I submit the proposal to participate in the bidding for selecting the Catering Service Provider at IICC(India International Convention & Expo Centre). It is fully understood and accepted that any problems occurred by insufficiency or falsehood of our proposal may be the reason for deduction of points or possibly for the disqualification from the bidding. I will comply with any direction or guidance given by KINEXIN Convention Management Private Limited.

As stated in our proposal, I will ensure that all manpower in the proposal is in place for operation as scheduled. If any participating members(or staff) need to be replaced for any unavoidable reasons, I shall obtain KINEXIN's approval on such replacement. However, I fully understand that KINEXIN may terminate the contract or nullify the tender due to such change in manpower and I do not appeal or object to such decision of KINEXIN.

OO of May, 2023

*** Submitter**

Address :

Name of Company :

Name of Representative : (Signature)

(Company Seal)



KINEXIN Convention Management Private Limited

<Attachment 3 – Financial Proposal(Price Bidding)>

Financial Proposal

Subject: Selection of Catering Service Provider at IICC(India International Convention & Expo Centre)

Expected Gross Annual Revenue and MAG(Minimum Annual Guarantee)

Contract Year	Expected Gross Annual Revenue (INR)	MAG(INR)
Year 1	(Number) (Amount in Words)	(Number) (Amount in Words) * 10% of Expected Gross Annual Revenue
Year 2	(Number) (Amount in Words)	(Number) (Amount in Words)
Year 3	(Number) (Amount in Words)	(Number) (Amount in Words)
Year 4	(Number) (Amount in Words)	(Number) (Amount in Words)
Year 5	(Number) (Amount in Words)	(Number) (Amount in Words)

* For example, **One hundred fifty thousand Rupees(Words) for 150,000 INR(Number)**

* Proposer shall fill the financial proposal out with reference to Clause I. 7. A.

* As defined in Clause I. 7. A of this RFP, MAG of any given year except for Year 1 shall be the higher amount between 10% of Expected Gross Annual Revenue for the year, or the previous year's MAG increased by the minimum rise percentage.

MAG rises at a minimum rate of three percent(3%) for Year 3 and five percent(5%) for Years 4 & 5. There is no minimum rate of increase for Year 2, and the minimum amount of MAG for Year 2 shall be equal to the amount of MAG for Year 1.

* Regardless of the date of operation commencement (which is identical to COD), the expected gross annual revenue and MAG for Year 1 should be calculated for the entire year(twelve months).

* Proposer shall fill in the MAG with appropriate amount based on expected annual gross revenue.

* This financial proposal shall be submitted along with technical proposal.

* KINEXIN reserves the rights to request the proposers to modify the submitted figures

*** ANNEX 1. LAYOUT OF EXHIBITION HALL 1**

2. LAYOUT OF EXHIBITION HALL 2

3. LAYOUT OF CONVENTION CENTER

4. LAYOUT OF KITCHEN AT EXHIBITION HALL 1

5. LAYOUT OF KITCHEN AT CONVENTION CENTER

6. LIST OF EQUIPMENT TO BE PROVIDED

*** All KITCHENS AT EXHIBITION HALL 1 AND KITCHENS ON 5TH AND 6TH FLOOR OF THE CONVENTION CENTER ARE TO BE USED BY THE CATERING OPERATOR. THE CAFETERIA KITCHEN ON THE BASEMENT AND THE KITCHEN ON THE SECOND FLOOR OF CONVENTION CENTRE SHALL NOT BE USED BY CATERING OPERATOR EXCEPT WHEN SOLICITED BY PARTY A OR WHEN CATERING AND F&B OUTLETS ARE OPERATED BY THE SAME PARTY.**

*** ICC IS UNDER CONSTRUCTION FOR PHASE I, AND ALL LAYOUTS AND EQUIPMENT ON THE LIST ARE SUBJECT TO CHANGE ACCORDING TO THE PRE-OPENING DISCUSSIONS BETWEEN KINEXIN AND ICC LIMITED. BIDDERS SHALL NOT CLAIM OR RAISE DISPUTES AGAINST ANY CHANGES THE CONSULTING MAY CAUSE.**