

**Request for Proposal(RFP) for selecting
Facility Management Vendor for IICC
(India International Convention & Expo Centre)**

May 2023



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

Request for Proposal for Selecting Facility Management Vendor of ICC Operated by KINEXIN Convention Management Private Limited

KINEXIN Convention Management Private Limited (hereinafter KINEXIN), operating company for ICC (Located in Dwarka Sector 25, New Delhi, India), invites the eligible and qualified Facility Management Vendor to participate in this competitive tender. All documents including proposal and any evidence materials shall be submitted both electronically and physically at least by the Bid Submission End Date and Time as mentioned in this RFP. No other method of delivery is permitted.

Overview of Tender

Participation Fee * Non-Refundable * Bidder must pay applicable GST	INR 30,000/- + %18 GST through bank transfer to KINEXIN Convention Management Pvt. Ltd. * Must be paid one day before the Bid submission time/date
Bid Security * Bidder must pay applicable GST	INR 7,200,000/- (2% of Estimated Bid Price) + 18% GST through bank transfer to KINEXIN Convention Management Pvt. Ltd.
Estimated Bid Price	INR 360,000,000 /- + 18% GST
Total Area for Management	181,569.12m ² (Built-Up Area)
Estimated Occupancy Rate(Exhibition Hall 1,2 and Convention Center) Per Year	Approximately 20%
Technical Qualification	Refer to RFP documents
Financial Bidding (Total cost of four components / 39 months)	- Cost of Transition Services for 3 months - Cost of Facility Management for First Year - Cost of Facility Management for Second Year - Cost of Facility Management for Third Year
Bid Submission Starting Date	8 May 2023
Pre-proposal meeting	19 May 2023 (estimated) *Time & date and location of pre-proposal meeting will be announced on www.kinexin.com and they may be changed at KINEXIN's discretion
Last Date of Queries from Bidder	25 May 2023(until 1200 hrs, Indian Standard Time)
Bid Submission End Date * All Document Submission * Bid Security Payment Deadline	29 May 2023(until 2300 hrs, Indian Standard Time)
Notification of Selection	Selected Bidder will be notified individually
Banking Information	Bank Account : 701000023085 / Shinhan Bank, New Delhi Beneficiary : KINEXIN Convention Management Pvt. Ltd. IFSC Code : SHBK0000004 / Address : 3 rd Floor, D-6, South Extension, Part-II, New Delhi, 110049

- Enquiries and Electronical submission : ask@kinexin.com

- Physical submission(by mailing) : 225-A, D-21, Corporate Park, Sector 21, Shahabad
Mohammadpur, New Delhi, Delhi, India 110077

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

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

Important Information for Tender

■ General Scope of Facility Management(FM) Work

○ Scope of Work between SPV(IICC Ltd.) and Operator(KINEXIN)

- Broad Scope of FM responsibilities within IICC premises are divided by two entities, and Scope of work for the bidder of this RfP is the same as Operator’s responsibilities as indicated in this RFP, which is, ‘**Occupied Area**’ only.
- Trunk infrastructure(electricity/water/gas distribution, HVAC, telecommunication, internet, etc.) will be under SPV’s responsibilities for operation and maintenance.

Location	Building detail	Responsibility
Occupied Area	Exhibition Hall 1&2, Convention Center, Foyer	Operator
Common Service Area	DG Building, ESS, Fire Station, Trunk Facilities in Hall 3 etc.	SPV
Parking, Basement Area	Basement of Halls, Convention Center, and Foyer, and parking	SPV
Open Area	Roads, Hard & Softscape Area, Open Exhibition Area, Gardens	SPV
Designated Plots	Future development plots for hotels, offices, and retails	SPV

○ Overall Maintenance Responsibility Matrix (Routine/Corrective/Replacement & Renewal)

- Within the Occupied Area, Maintenance responsibilities for Operator are also defined as below Matrix table.

Infrastructure Type	Category-A	Category-B	Category-C
	Routine Maintenance	Corrective Maintenance	Replacement / Renewal
Real Property	Operator (Service Provider)	SPV	SPV
Heavy Fixture	Operator (Service Provider)	SPV	SPV
Light Fixture	Operator (Service Provider)	Operator (Service Provider)	Operator (Service Provider)
Furniture & Equipment provided by the SPV as part of Project Facility	Operator (Service Provider)	Operator (Service Provider)	SPV
Furniture & Equipment provided by the Operator as part of Additional Facility	Operator (Service Provider)	Operator (Service Provider)	Operator (Service Provider)

* Refer to attachments for detailed equipment list

* All replacement and/or renewal of infrastructure, equipment, tools and consumables shall be executed upon prior approval of KINEXIN.

■ **Structure of FM services: Hybrid Model (Comprehensive + Cost Plus)**

○ Type of Services and Manpower Deployment

Type of Services	Service Description	Manpower Deployment (Payment Model)
Transition Services	All necessary transition work for Pre-Commissioning, Test & Commissioning, Handover etc..	Variable (Cost Plus)
Managerial / Administration Services	Necessary expenditure for management, administration, etc..	Fixed (Comprehensive)
Technical Services	Operation and maintenance of, including but not limited to, Electrical System, HVAC System, Fire Safety System, and Civil etc..	Fixed (Comprehensive)
Soft Services	Operation and maintenance of, including but not limited to, Housekeeping, Security, Meeting Room Setup, and AV equipment operation etc..	Variable (Cost Plus)

- **Cost Plus** means Service Provider will be reimbursed for expenses incurred, with prior approval of KINEXIN, varying every month at a set unit price per service.

- **Comprehensive** means that payment of services will be made at a fixed amount to Service Provider every month.

* Contractual manpower deployment shall be decided by KINEXIN

○ General procedures of manpower deployment for '**SOFT SERVICE**' (example)

Date	Process	Action by
31 st of March	Share the tentative event booking schedule for May	KINEXIN
5 th of April	Submit the deployment plan for May	Service Provider
8 th of April	Review the plan, and give approval or reject	KINEXIN
10 th of April	(If rejected) Submit the revised plan	Service Provider
15 th of April	Confirm the final number of manpower for May	KINEXIN
20 th of April	Submit the evidential document of deployment for March	Service Provider
30 th of April	(If confirmed) Remit the service fee for March	KINEXIN

* Based on the actual event schedule, the manpower deployment is subject to change.

* KINEXIN may request arrangement of additional manpower after confirmation and Service Provider shall comply in timely manner.

■ Key points for Financial proposal

- **Estimated Occupancy Rate** during Contract Years is expected at **Approx. 20%**.
- The bidder who qualifies all technical criteria of this RFP and proposes **the lowest amount for entire contract period** (3 months of transit period plus 3 contract years) will be announced as **the Selected Bidder**.
- Bidders **shall include the soft service charges** in their financial proposal. Soft service charges **must be included considering the estimated occupancy rate. The payment for soft services will be executed based upon actual usages and unit prices in the financial proposal will be applied.**
- **Equipment and tools** for FM services shall be procured and **provided by Service Provider and shall be included in the financial proposal.**
- **All Consumables** which are required for FM services will be procured and **provided by KINEXIN and shall be excluded in the financial proposal.** For smooth procurement, Service Provider needs to submit the 'List of Required Consumables' and check inventories on a regular basis.
- The **Contract can be renewed** once for an **additional term of 3 years** upon mutual agreement in writing by KINEXIN and Service Provider.

Table of Contents

Disclaimer	7
I. Essential Information for Proposers(Bidders)	8
I. 1 Purpose	8
I. 2 Summary of Area of Operation.....	8
I. 3 Qualification & Eligibility.....	9
I. 4 Evaluation of Financial Proposal.....	11
I. 5 Estimated Bid Price.....	12
I. 6 Bid Security / Performance Security Deposit	12
I. 7 Contract Term	12
I. 8 Commencement of Operation	13
I. 9 Inspection and Monitoring of Work.....	13
I. 10 Termination and Nullification of Tender.....	14
II. Scope of Work – For Transition Services	15
II. 1 Brief Introduction of Transition Services	15
II. 2 Resource Deployment	15
II. 3 Inspection and Commissioning of Assets and Equipment.....	15
II. 4 Project Takeover for Operations	15
II. 5 Personnel Recruitment and Services Commencement.....	16
III. Scope of Work – After COD(Commercial Operations Date)	16
III. 1 General Management.....	16
III. 2 Compliance Management	18
III. 3 Consumables Management(Inventory)	19
III. 4 Inspection on Building and Equipment.....	19
III. 5 Electrical System.....	21
III. 6 HVAC System.....	25
III. 7 Fire Safety System.....	26
III. 8 Civil Repair and Maintenance.....	28
III. 9. ICT Services.....	30
III. 10. Soft Services.....	34
IV. Attachments	47
V. List of Equipment	Addendum
VI. Related Drawings	Addendum

Disclaimer

- I. The primary purpose of this RFP is to enable the Parties(including companies, corporation 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, interpret & verify accuracy of the content of this RFP. In no circumstances, KINEXIN Convention Management Private Limited, or its Managing Director(MD), CEO(Chief Executive Officer), Employees, Consultants or any member of KINEXIN or its affiliates 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 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, fulfill 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 to be borne by the participating parties. KINEXIN has no obligation to return any fees or other amounts 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 Facility Management Vendor(hereinafter referred to as FM Vendor or Service Provider) who will be performing Facility Management works for IICC complex in Phase-I development(Strictly limited to KINEXIN(IICC Operator)'s area of responsibility, or Occupied Area) an accurate information on the scope of the work, qualification of bidders, evaluation criteria, estimated bid price etc.

2. Summary of Area of Operation

Phase-I Development of IICC covers the area for Exhibition Hall 1(EH 1), Exhibition Hall 2 (EH 2), Convention Center(CVC) and related annexes. These areas are largely classified into the category of Occupied Area, Common Service Buildings and Basement & Parking Area. It should be noted that the area of operation for which a successful bidder is responsible is strictly limited to Occupied Area.

<Table 1 : AREA STATEMENT – OCCUPIED AREA >

***All figures in square meter**

Building Detail	Total Built Up Area	Phase-I Development (BUA)
EXHIBITION HALL 1(EH 1)	47,353.56	47,353.56
Ground Floor		30,884.23
Ground Floor - EH 1 and EH 2 connection		2,531.77
Ground Floor - (Mezzanine floor)		1,288.34
1st Floor – Supporting Area		2,723.00
1st Floor – Supporting Area(F&B) / Rear Side		1,009.30
2nd Floor – Supporting Area		4,942.68
3rd Floor – Supporting Area(Equipment)		3,851.00
Headroom – Roof Level		123.24
EXHIBITION HALL 2(EH 2)	47,288.75	47,288.75
Ground Floor - Exhibition Hall		28,022.25
Ground Floor - (Mezzanine floor)		1,520.06
1st Floor – Supporting Area		3,906.30
1st Floor – Supporting Area(F&B) / Rear Side		859.22
2nd Floor – Supporting Area		6,033.25

3rd Floor – Supporting Area (Equipment Control)		5,663.38
Third Floor - Office Area		1,161.05
Headroom - Roof Level		123.25
FOYER	13,713.81	13,713.81
Ground Floor - FOYER- EH1		8,189.32
Ground Floor - FOYER- EH2		3,719.14
First Floor - Foyer Connecting to CC and EH1		1,805.35
CONVENTION CENTER(CVC)	73,213.00	73,213.00
Basement - 2 (Below Building)		7,490.00
Basement - 2 Mezzanine (Artist Area)		1,435.00
Basement - 1		13,129.00
Ground Floor		6,436.00
First Floor		6,904.00
Second Floor		7,486.00
Third Floor		6,078.00
Fourth Floor		4,869.00
Fifth Floor		7,474.00
Sixth Floor		7,380.00
Seventh Floor		2,994.00
Eighth Floor		1,538.00
TOTAL AREA	181,569.12	181,569.12

* Area specifications above are subject to change without prior notice.

* Only areas stated above fall into the scope of responsibility of successful bidder. Any areas or spaces not included in the category of Occupied Area above are not the scope of bidder.

3. Qualification & Eligibility

- A. Bidders shall meet all criteria of qualifications and eligibilities below to gain a status of ‘valid bidder’. Those who fail to meet any of the qualifications & eligibilities criteria below will be automatically eliminated from the bidding. Bidders shall refer to **Attachment 1 – Application Form** in the attachment of this RFP.

No.	ITEM	CRITERIA
1	Age of Bidder	Bidder entity must be more than 5 years old before the date of Bid submission end date.
2	Previous record of Discipline / Penalization	Bidder should not have any previous records of disciplinary actions or penalization for any misconducts by the governments / public organizations of any countries.
3	Net Worth	Bidder must possess the net worth which exceeds at least 25% of Estimated Bid Price (INR 90,000,000) at the close of preceding financial year.
4	Turn Over	Average turn over for the last 3(three) financial years must reach at least 30% of Estimated Bid Price. (INR 108,000,000)
5	Profitability	Bidder must not have any history of financial loss for the last 3(three) Indian financial years and must exceed Credit Rating level of BBB(Fitch Rating or equivalent) in the last financial year.
6	Work Experience	Bidder's Work experience* shall be no less than below calculation. 544,707m ² x 80% * Bidder's total space of FM work in m ² for the last 3 financial years.

- 1) For avoidance of any doubt about Work Experience in No. 6 of the table above, only 'Similar Work' can be added to Bidder's work experience.
- 2) Any bidders who cannot match the above stated criteria in the table above will be automatically disqualified.
- 3) Only integrated FM work including Technical Services, Housekeeping and Security can be added to Work Experience. Separate work of only Housekeeping, Security or any other fields will not be accepted as Experience.
- 4) Any FM work experience for the building whose Built Up Area(BUA) is less than 100,000 square meter per year will not be counted and considered valid.
- 5) The primary purpose of the buildings for which bidders have performed an integrated FM work must fall into at least one of the categories below(Similar Work). FM Work experience in the buildings of any other purposes will not be accepted as valid work experience.
 - i. Exhibition / Convention Facility
 - ii. Shopping Center / Mall / Department Store / IT Complexes
 - iii. Theater / Cultural Facility
 - iv. Hotel (5/4 star)
 - v. International Airports

B. Evidence of qualifications

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

- 1) Valid Certificate of Incorporation(Business Registration) on which Corporate Identity Number, PAN, TAN are clearly shown.
- 2) Financial statement for the last 3 fiscal years duly endorsed by a chartered accountant. (This is related to verification of Net Worth, Turn Over and Profitability)
* All financial data and statements shall be prepared on Indian Accounting standards and Fiscal Year.
- 3) Credit Rating Level Certificate(Notarization is required)
- 4) Proof of Performance
 - a. Effectively notarized copy of contracts and invoices is required to prove the performance.
 - b. Any other proof of evidence such as pictures, confirmation from clients will not be considered valid.
- 5) In order to prove the previous records of non-penalization or discipline, the bidder should obtain valid document(s) from the related public or government authorities. In case that the bidders are not able to present those documents, KINEXIN reserves the full right to refer the bidders' previous penalization records to related organizations.

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

* In case that the bidder is found ineligible by the criteria of previous penalization records even after the bid submission date, KINEXIN may disqualify such bidders without any notices and the disqualified bidder shall not dispute such decision of KINEXIN.

C. Consortium

- 1) A group of entities, Consortium, only which companies registered under Indian Companies Act, are allowed for participation for the bid.
- 2) Number of members of a Consortium shall not exceed 2(two) including lead member.
- 3) The technical capacity and financial capacity of all members of Consortium may be taken into account for satisfying conditions of eligibility. Lead member and second member collectively shall meet all the minimum qualification criteria for bidding.
- 4) Members of the Consortium shall have entered into a binding Joint Bidding Agreement, substantially in the form specified at **Attachment 9 – Format for Joint Bidding Agreement for Consortium** for the purpose of making the bid and submitting a bid.
- 5) Members of the Consortium shall nominate one member as the lead member. The nomination shall be supported by Power of Attorney, as per the format at **Attachment 10 – Format for Power of Attorney for Lead Member of Consortium**, signed by both lead member and the other member of the Consortium.

4. Evaluation of Financial Proposal

- A. Bidders shall propose the most optimized bid cost for the entire contract period of 3 months of transit period and 3 contract years. Bidders shall refer to **Attachment 2 – Financial Proposal(Price Bidding)** attached to this RFP and carefully follow all mentioned notices in the attachment.
- B. Bidders shall provide unit prices for Soft Services which will be applied with Cost Plus model, referring to **Attachment 3 – Unit Price for Soft Services**.
- C. Where applicable, rates of minimum wages in Financial Proposal shall be based on order of National Capital Territory of Delhi.
- D. The Bidder, who qualifies all other technical criteria of this RFP and who proposes with the lowest amount of financial bid cost will be announced as the Selected Bidder.

5. Estimated Bid Price

- A. The estimated bid price for Financial Management Services has been calculated based on the total cost of Facility Management services for three years, considering approximately 20% of Occupancy rate in Exhibition Halls and Convention Center, and cost of transition services for three months.
- B. The estimated bid price proposed under the Scope of work of this RFP Document is INR 360,000,000/- + 18% GST.

6. Bid Security / Performance Security Deposit

- A. Bidders shall pay the bid security along with all related documents and proposal as directed in this RFP. Bid security is two percent(2%) of Estimated Bid Price.
- 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 all bidders shall be returned within 30 days after the successful bidder is selected. Such Bid Security amount shall be an interest free deposit.
- D. Successful bidder shall pay Performance Security Deposit that is calculated at 20% of its 1st year annual contract price to designated bank account of KINEXIN. This amount will be returned only after all supervision and checkup are fully conducted by KINEXIN at the end of final contract year. Successful bidder or Service Provider shall not dispute KINEXIN's deduction of any amount from Performance Security Deposit in case that any damage or loss is incurred to KINEXIN or its property due to Service Provider's failure or negligence in its performance.

7. Contract Term

- A. The contract comes into effect from the time of receipt of the officially signed and sealed contract by both Parties.
- B. Both Parties agree that the selected bidder performs Facility Management duties specified here in this RFP for the basic term of 3 years plus 3 months of transition period.
 - a. Pre-Commissioning, Test & Commissioning, and transition work for 3 months before COD
 - b. Facility Management Work for 3 years after COD

* COD(Commercial Operation Date) has been announced by Ministry of Commerce and Industry(Government of India) as 1st of October, 2023. However, in the event that COD is to be changed by Government of India to another date, the contract dates will be changed according to the rescheduled COD also. The rescheduled COD is to be considered as the final COD.

- C. The selected bidder shall respond to KINEXIN's notification of selection in writing within 2 days of receipt of such notification. The selected bidder shall refer to Attachment 7 – Acceptance Notification Form and express in its response that it accepts all terms and conditions stated in all documents including but not limited to this RFP, contract and any other materials related to this bidding.
- D. As stated in Clause B of this Article, the selected bidder shall complete preparation for the initiation of its service for 3 months of transit period and COD.
- E. Any contract terms or period on the documents signed by a single party or not signed by both parties are invalid. The period of contract on final contract duly signed by both parties is considered final.
- F. The contract may be renewed, after initial term of three(3) months plus three(3) years, once for an additional term of three(3) years upon KINEXIN's sole decision, when all necessary conditions are met.
- G. KINEXIN may conduct performance assessment of the Selected Bidder for the contract period and apply the results on its decision of renewal.
- H. For renewal of the contract, Selected Bidder shall provide KINEXIN with a proposal six(6) months prior to the end date of the contract.
- I. KINEXIN shall notify Selected Bidder of its decision three(3) months prior to the end date of the contract.

8. Commencement of Operation

- A. The starting date of the Services by Selected bidder shall be 3 months before COD, which is identical to Contract Commencement Date.
- B. Selected bidder shall complete all necessary arrangements for its Facility management services at least 30 days prior to Contract Commencement Date.
- C. KINEXIN reserves the right to scrutinize the selected bidder's preparations and arrangements. In case that any inadequacies are found in such scrutiny, the selected bidder shall fulfill the correctional remedies to meet KINEXIN's standards as directed by KINEXIN.
- D. Since selected bidder's area of responsibility stated in Table 1 above including but not limited to Exhibition Hall 1, Exhibition Hall 2 and Convention Center is under construction, the exact starting time of Facility Management Services may vary. Aside from the completion of construction work, the COD may affect the initiation of the services of selected bidder. Selected bidder shall not claim its operating right, extension of the contract, or sue KINEXIN for the any damages caused by such delay.

9. Inspection and Monitoring of Work

- A. For proper and flawless management of facilities of IICC, Service Provider shall ensure all working personnel are in position of duty and fully concentrating on their jobs at all times during period of their shifts.
- B. Upon KINEXIN's direction, Service Provider shall conduct monitoring and inspection of the working personnel for their diligence and KINEXIN has full rights to conduct such audit, monitoring and inspection by itself also.
- C. Service Provider shall ensure, for itself, all of its working personnels and their services, that no misbehavior, misconduct, illegal actions such as giving or receiving bribery, or any harmful actions against National Security and public interests are found.
- D. Service Provider shall ensure that all working personnels are deployed consistent to manpower deployment plan (approved by KINEXIN) and inventory is secured/stored as approved inventory plan (approved by KINEXIN) KINEXIN has full rights to conduct audit, monitoring, and inspection such deployments and storage status.
- E. Service Provider shall ensure that its working personnel have no criminal antecedents, and they work in a professional manner and as per standards set by KINEXIN.
- F. KINEXIN has full rights to conduct audit, monitoring and inspection on all documents and services provided by Service Provider in regards to this RFP.

10. Termination and Nullification of Tender

- A. 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.
- B. KINEXIN may terminate or nullify this tender in case that any part of Selected Bidder's proposal is found false, misleading or turns out to be invalid.
- C. The bidders shall not undertake any change, modification, or amendment in any part of this RFP and contract.
- D. 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, 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. In such case, the payment of services to Service Provider will be settled up to the date of termination on a daily rate.
- E. In case of any force majeure situations including but not limited to war, strike, epidemic, change in law, riot, environmental factors, or national catastrophe such as earthquake, flooding, and storms or any other disastrous situations, KINEXIN may cease the operation for a relevant period of time or nullify this RFP and terminate the contract accordingly.
- F. KINEXIN may terminate the tender with the selected bidder when any misbehavior, misconduct, illegal actions such as giving or receiving bribery, or any harmful actions against National Security and public interests are found or projected to be found in the selected bidder's conduct of services.

II. Scope of Work – For Transition Services

1. Brief Introduction of Transition Services

- A. The scope of work for the Transition period is summarized in a broader aspect in this article and the details are mentioned in later section of the document for respective key deliverables listed below:
 - i) Resource Deployment
 - ii) Inspection and Commissioning of Assets and Equipment
 - iii) Project Takeover for Operations
 - iv) Personnel Recruitment and Services Commencement
- B. All manpower deployment plan for transition services shall be submitted to KINEXIN and executed only after written approval by KINEXIN. During transition period, Cost Plus model will be applied.

2. Resource Deployment

- A. Service Provider shall ensure effective and efficient transition of services. Service Provider shall deploy necessary onsite team for managing transition services for a smooth and efficient service delivery from KINEXIN and IICC Limited(hereinafter SPV)
- B. Service Provider shall set-up a full working office, upon availability of office space, at the designated location provided by KINEXIN at Service Provider's cost. Manpower deployment at the office shall be approved by KINEXIN. KINEXIN has the full right to direct Service Provider to shift Service Provider's office at their own cost.

3. Inspection and Commissioning of Assets and Equipment

- A. Service Provider shall study and provide necessary input for Inspection, Testing and Commissioning plan prepared by KINEXIN and SPV(and its Service Provider).
- B. Service Provider, under direction of KINEXIN, shall assist SPV(and its Service Provider) for preparation and execution of Inspection, Testing, and Commissioning within Occupied Area and report results to KINEXIN at the end of every week and when KINEXIN demands.
- C. Service Provider, under direction of KINEXIN, shall assist SPV(and its Service Provider) to perform preliminary inspection of Physical Structure including Civil and Finishes, Equipment and Utilities, Fire and Safety systems installed for Infrastructure Facilities and services within Occupied Area.
- D. Any defects, malfunction or errors that may affect smooth operation of the project shall be logged/recorded and reported to KINEXIN on weekly basis. Service Provider shall ensure to keep logs and report to KINEXIN that the defects, malfunction or errors are fully restored, repaired and fixed in timely manner by SPV.

4. Project Takeover for Operations

- A. Service Provider shall prepare all necessary documents and processes for the systems for Infrastructure Facilities, Equipment, and services within their scope of work. KINEXIN

has the full right to direct Service Provider to prepare additional documents and processes if determined so necessary.

- B. Service Provider shall ensure that all mandatory documents, processes, manual guidelines including Safety Requirement and Maintenance Manual for all service lines are prepared in a timely manner and shall be approved by KINEXIN.
- C. During the transition period, Service Provider shall submit a list of general and essential inventory and spares for smooth site operation for the first quarter of the services after COD.
- D. Service Provider shall support KINEXIN and its clients and contractors when KINEXIN conducts Trial Events.
- E. Service Provider shall assist KINEXIN, SPV and SPV's Service Provider for inspection of all areas of Project Facilities and the site and prepare a memorandum for KINEXIN and IICC Limited, containing an inventory of the Project Facilities and the site including the vacant and unencumbered land, buildings, structures, trees and any other immovable property on or attached to the site.

5. Personnel Recruitment and Services Commencement

- A. Service Provider shall prepare for the commencement of Operations and Maintenance services for the post project commissioning of the facilities.
- B. Service Provider shall prepare and submit a resource deployment plan to KINEXIN for the service commencement in the project, at least two weeks before COD and report it to KINEXIN. This plan should include the manpower engagement plan with incremental deployment of staff and workers within stipulated timeline.
- C. Service Provider shall finalize engagement of all required contractors, subcontractors, and Third party service providers(if any) for the respective services of the project.
- D. All such agreement and contractor credentials shall be submitted to KINEXIN for review and approval. Any such engagement and resource deployment shall be strictly done after formal approval of KINEXIN is obtained.

III. Scope of Work – After COD (Commercial Operation Date) of IICC Venue

The Scope of Work which the selected bidder shall manage, fulfill and perform is as follows.

1. General Management

A. Communication with KINEXIN(Ordering Company)

- i. Selected Bidder(Service Provider) shall communicate with KINEXIN on a regular basis regarding the planning and execution of responsibilities. However, KINEXIN reserves a right to ask Service Provider to prepare a comprehensive report on its duties at any time without any notices. Service Provider shall respond to such request immediately
- ii. Service Provider's periodic report towards KINEXIN must include Schedule of tasks, manpower deployment plan, major maintenance works required, operation of the facilities, feedbacks, equipment lifespan status. The content of report may vary depending on KINEXIN's request.

- iii. Service Provider shall ensure that all of its responsibilities are carried out in a timely and flawless manner. Concerning the quality of service, Service Provider may present suggestions to KINEXIN on improving the quality of service.
- iv. Service Provider shall make every possible effort to enhance the efficiency and quality of its Service.

B. Minimization of Property Damage / Loss

- i. Service Provider shall conduct its duties and responsibilities in a way that minimizes the risk of the property being damaged.
- ii. Service Provider shall be responsible for preventing any loss of the assets, equipment, facilities, or any articles that are part of the property.
- iii. In case that any loss or damage occurs during Service Provider's work, Service Provider shall be responsible for such loss and damage and shall restore and recover any loss & damage occurred. In such a case, Service provider is not entitled to request KINEXIN's reimbursement afterwards.
- iv. In order to prevent any loss or damage from occurring beforehand, Service Provider is responsible for keeping its area of operation tidy and clean at all time.
- v. In case of any loss or damage, Service provider shall inform KINEXIN immediately and conduct restoration / replacement procedures.
- vi. Service Provider shall have appropriate insurance coverage from an insurance company registered under IRDAI, sufficient for any property damage / loss restoration and replacement. The insurance must cover including but not limited to, Commercial General Liability insurance, Professional Indemnity Insurance and Workmen Compensation Insurance. Such insurance shall be applied at least one month before COD and reported to KINEXIN.
- vii. Regarding the insurance in the clause above, KINEXIN may demand to inspect the insurance policies at any time as per its discretion.

C. Manpower Control / Management

- i. Service Provider shall ensure that its workforce / manpower / labour are fully in compliance with all laws, rules and regulations of local and central governmental authorities and code of conduct.
- ii. In addition to Clause i above, Service Provider must conform to internal rules and regulations, guidance, or any specific directions of KINEXIN.
- iii. Works of Service Provider shall be executed flawlessly by qualified and well-trained personnel. KINEXIN may conduct an inspection on any disqualifications and credentials of Service Provider's workforce. Failure in maintaining valid qualifications and training level of workforce at all time may result in negative impact on the evaluation of Service Provider's performance.
- iv. Service Provider's workforce shall be able to communicate with KINEXIN personnel in English orally and in writing. In case that any communication failure occurs due to linguistic problem, Service Provider must replace those labors immediately.

- v. All manpower / workforce / Labour hired by Service Provider shall be able to detect and identify any problems or glitches during their respective sector of works. Those abnormalities shall be shared and reported to Service Provider and KINEXIN in a timely manner. Service Provider shall keep records of these abnormalities and submit them to KINEXIN regularly and upon KINEXIN's request.
- vi. Service Provider shall perform a regular drug test to ensure that everyone in its workforce / manpower is completely free of drugs. Service Provide shall understand and educate all employees that the entire area of IICC complex is no smoking area and all negligence, mistakes and accidents caused by not complying to such regulation, Service Provider shall be legally responsible. In case that anyone is found positive to such drug test, Service Provider shall be responsible for all civil, administrative, penal and any other legal issues that may arise out of that drug case.
- vii. Concerning the payment of wages for all manpower / workforce employed by Service Provider, Service Provider shall indemnify KINEXIN against any overdue or unpaid wages for such manpower / workforce under any circumstances. Service Provider shall prevent any overdue / unpaid wages from happening during the entire contract period. However, in case that KINEXIN settles such unpaid wages on Service Provider's behalf, the total amount of such settlement is to be deducted from Service Provider's Performance Security Deposit. Service Provider shall indemnify KINEXIN for any financial, civil, and penal obligations as prescribed in related law and also for the cost of legal representation. In addition, even in circumstance that the total amount of such settlement exceeds Service Provider's Performance Security Deposit, Service Provider cannot be absolved from financial, civil, and penal duties against KINEXIN.
- viii. For such indemnification above from Service Provider to KINEXIN, it will become due and payable to KINEXIN from the date of occurrence and the amount owed shall bear interest for the period starting on and including the due date for payment and ending on but excluding the date when payment is made. This interest will be calculated at the rate of 15% (fifteen percent) per annum.

2. Compliance Management

IICC complex and its operation shall be in a full compliance with relevant rules, bylaws, regulations, guidance, decrees, or any sort of statutes which are announced by the entities including but not limited to Central / Municipal / State Government / Public Authorities. In order to avoid any discipline or penalization imposed on the area of Service Provider's responsibility, Service Provider shall perform the followings.

- i. Preliminarily identify any requirements for third party inspection or audits on facilities, equipment, or any other physical objects within its area of responsibility. Identification of requirements is strictly limited to Occupied Area stated in Table 1 above.
- ii. Find specific information on frequency, methodology, inspecting authorities, period and any other related items of each inspection or audit. Prepare and maintain a list of such inspections or audits.

- iii. Assist KINEXIN in receiving those inspection and audits. Plan for Preparation of inspection and audits must be reported to KINEXIN in advance.
- iv. Keep identifying and discovering the needs and requirements in terms of compliance with related laws and regulations.
- v. Cope with any other compliance issues in terms of Facility Management Works within its Area of Operation. This is not limited to Facility / Equipment / Physical objects but shall include all compliance issues related to Manpower / Health / Safety / Etc. during its operation.

In case that KINEXIN fails to pass or satisfy the requirements of inspection / audits within Service Provider's scope of work, it may require Service Provider to compensate for any financial / material loss that may be caused by such failure.

3. Consumables Management(Inventory)

- A. In consideration of all drawings and list of equipment / facilities attached to this RFP, Service Provider shall provide a list of necessary for all consumable, spares and any other items required for its operation within the premises for transit period and each service year for KINEXIN's approval. KINEXIN has full rights to modify the quantities and brands of consumables. It is KINEXIN's responsibility to procure such consumables to Service Provider.
- B. Service Provider shall regularly check the quantity of consumables to make sure that its operation does not come to a halt by an insufficient supply of consumables and other items. In case that any insufficiency or inadequacy is detected in regular check-up, Service Provider shall report to KINEXIN for procurement and stock up the inventory without any delay to perform the operation flawlessly.
 - i. Service Provider shall not claim any compensation for surplus or excess of Consumable or Supplies unless such surplus or excess is directed by KINEXIN.
 - ii. Service Provider shall provide yearly plan 1 month prior to the start of each calendar year to stock-up inventory and report to KINEXIN and also bi-monthly the status of inventory and its plan for replenishment. Service Provider shall not procure or stock up the consumables without KINEXIN's written approval.

4. Inspection on Building and Equipment

- A. Service Provider shall conduct a regular / special(whenever required) inspection on the properties and equipment in the area of its operation for a smooth fulfillment of Facility Management duties specified in this RFP.
- B. Service Provider shall furnish KINEXIN with its detailed plan for inspection. In an inspection plan, the details such as frequency and methodology must be included. Although Service Provider submits an inspection plan to KINEXIN, KINEXIN may request an additional inspection whenever necessary.
- C. When preparing an inspection plan, Service Provider shall take into account the common industry practice, life cycle of equipment / physical objects and related rules and regulations of the authorities concerned.

- D. Also, Service Provider must ensure that such inspections are executed by fully qualified and skilled person(s).
- i. In case of any malfunction or snags in equipment or building, Service Provider reports it to KINEXIN immediately and takes appropriate actions against such problems. Furthermore, Service Provider shall come up with its solutions to prevent such malfunctions from happening again.
 - ii. In case that an additional inspection other than pre-scheduled ones is required, Service Provider shall obtain KINEXIN's approval.

4-1. Overall Maintenance Responsibility Matrix (Routine / Corrective Replacement & Renewal)

Infrastructure Type	Category-A	Category-B	Category-C
	Routine Maintenance	Corrective Maintenance	Replacement / Renewal
Real Property	Operator (Service Provider)	SPV	SPV
Heavy Fixture	Operator (Service Provider)	SPV	SPV
Light Fixture	Operator (Service Provider)	Operator (Service Provider)	Operator (Service Provider)
Furniture & Equipment provided by the SPV as part of Project Facility	Operator (Service Provider)	Operator (Service Provider)	SPV
Furniture & Equipment provided by the Operator as part of Additional Facility	Operator (Service Provider)	Operator (Service Provider)	Operator (Service Provider)

* Service Provider shall obtain KINEXIN's approval prior to any replacement and/or renewal of infrastructure, equipment, supplementary items.

4-2. Definitions of terms – Maintenance Responsibilities

In order to avoid any unclarity in interpreting the meaning of wordings above, here are the guidelines on the meanings of important wordings shown on the table above.

Most importantly, this maintenance matrix forms a fundamental basis of tasks / works / services that Service Provider shall conduct based on this document. In addition, this matrix apply not only to engineering services but also to Soft Services, the details of which are explained later in this RFP.

- i. **“Real Property”** means and includes the building themselves (like building structure, waterproofing, structural works, metal beams, coverings, facades, slab, roadways and platform traversing), utilities distribution and removal(gas and water, etc.) as well as electricity supply which includes all high and low-voltage networks (including electrical and telephone wiring), computer wiring, tubing for the supply and support of computer

wiring or other utilities, heating and air conditioning elevators, escalators, security and surveillance equipment, computer and telephone networks, antennas(transmitters / receivers), Security and Fire Prevention Devices, etc.

ii. **“Heavy Fixtures”** means all elements permanently affixed to Real Property and whose Original equipment manufacturers get into Annual Maintenance Contracts, as per prevalent industry practices.

iii. **“Light Fixtures”** means all elements permanently affixed to Real Property and whose Original Equipment Manufacturers do not get into Annual Maintenance Contracts, as per prevalent industry practices. For example, bulbs, tube-lights, fans, trolleys & racks, linen, decorative items, etc.

iv. **“Furniture & Equipment”** means and includes mobile elements which meet the minimum conditions necessary to operate and manage the Project such as furniture and accessories (tables, chairs, sofas, lamps, paper boards, etc.), engineering tools (like workshop fit out, drills, ladders, hand tools, welding, electrical testers, painting equipment, etc.) kitchen cutlery & utensils, housekeeping equipment, etc.

v. **“Routine Maintenance”** means all activities that are necessary for operation of the Project and are conducted on elements which are easily and safely accessed using support equipment built into the Project Facilities and/or support equipment (integrated or external) which is easy to use or implement.

vi. **“Corrective Maintenance”** means maintenance of key parts / components of the Project Facilities whose replacement is imperative and would determine the structure integrity of the Project Facilities. Such activities would include maintenance and repair activities to be conducted after a breakdown or after a deterioration / wear and tear is detected in order to restore the Project Facilities to a condition in which it can accomplish its required function.

vii. **“Replacement and Renewal”** means all activities and operations necessary in order to replace any existing component of the Project Facilities having a special intended use, with an identical or better item, given the evolution of the said asset and techniques. Such activities and operations are necessary, where Corrective Maintenance cannot guarantee the use of the said component of the Project Facilities, or when a Change in law requires such renewal or replacement.

5. Electrical System – OCCUPIED AREA ONLY

A. Overview of Electrical System

- i. Electrical System of IICC comprises several components including but not limited to Diesel Generator, HT Incomer and HT/LT Power Distribution Networks. Locations and brief specifications of each component are shown on the tables below.

- ii. As indicated in the tables, electrical systems are distributed throughout whole IICC premises. Facility Management Service Provider for IICC Limited and Service Provider for KINEXIN are to fulfill electrical responsibilities according to the below table. It shall be noted that Service Provider for KINEXIN is responsible for electrical service in **Occupied Area**.

< Table 2 : HT SYETEM COMPONENT >

No.	System	Details for Phase I Services
1	Substations	(2 nos.), GIS, 66 / 11 kV,
2	Feeders	2 No's from Transco
3	Service Provider	BSES(Bombay State Electricity Service)
4	Power Demand	70 MBA in Phase 1 (Total 110 MVA)
5	Solar Power Supply	5% of Demand Load
6	HT / LT Substations / Block	9 HT / LT Blocks with 30 No's HT/LT Xers
7	HT DG Sets	18 No's HT DG Sets each 2000 KVA in Phase I
8	LT Selection	Available for individual buildings

<Table 3 : ELECTRICAL INSTALLTIONS IN DIFFERENT LOCATIONS & SERVICE CLARIFICATION>

No.	Service Description	Service Area Clarification
HT and Power Generation		
1	Electrical Substation - 01	Common Area Service
2	Electrical Substation - 02	Common Area Service
3	DG Yard	Common Area Service
4	HSD Yard	Common Area Service
HT / LT System & Distribution		
5	Electrical System - Exhibition Hall 3 Basement	Common Area Service
6	Electrical System - Foyer Parking	Common Area Service
7	Electrical System - Foyer 1 & 2	Occupied Area
8	Electrical System - Service Gallery	Common Area Service
9	Electrical System - Parking Area of Convention Center	Common Area Service
10	Electrical System - Convention Center	Occupied Area
11	Electrical System - Exhibition Hall 1	Occupied Area
12	Electrical System - Exhibition Hall 2	Occupied Area

B. Responsibilities of Service Provider

- i. Based on <Table 3 : Electrical Installations in difference locations & Service Clarification> above, Service Provider shall conduct overall Operation and Maintenance of Electrical System in **Occupied Area** within IICC premises.
- ii. Service Provider shall be responsible that the flow of electricity is flawless 24/7 within **Occupied Area** and shall keep staffs on duty during night shift.

C. Electrical Rooms - Occupied Area

- i. Service Provider shall regularly check and monitor all electrical rooms available in Occupied Area in order to ensure that those spaces are always in clean and tidy conditions and settings
- ii. All equipment and utilities must be properly labelled for easy identification
- iii. All Electrical Rooms are properly lit for any purposes of checkup and inspections
- iv. Checking up any tangles and twists of wiring and cabling and remedy them wherever necessary.
- v. Electrical usage for Occupied Area shall be measured by SPV and its Service Provider and Service Provider shall assist and check SPV's Service Provider's measurement.

D. Electrical Panels and Components - Occupied Area

- i. Service Provider shall ensure that all electrical panels and related parts smoothly function. Electrical panels for which Service Provider shall be responsible are stated in detailed equipment list in attachments.
- ii. Service Provider, in order to avoid any malfunctioning and accidents caused by electrical systems, conducts test / check up on a regular basis. However, Testing /checkup and following diagnosis shall be immediately carried out in case that any malfunctions are detected. This task shall include testing circuit breakers and switchgear according to national industry standards.
- iii. Electrical systems shall be placed with a proper distance so that functioning / operation of each system is not interfered with. Distancing electrical systems shall be in accordance with related/applicable safety standards and government regulations.
- iv. Any contact points in all breakers shall be kept clean and tidy to prevent any malfunction from occurring.
- v. Service Provider shall ensure that all meters are in proper operation and the readings for meters are correct.
- vi. Service Provider is responsible for managing the electrical loads and their records in an effort to effectively respond to Peak-Load situation.

E. UPS system – Occupied Area

- i. Service Provider shall carry out regular checkup to maintain the smooth operation of UPS. Upon request of KINEXIN, Service Provider shall perform additional testing /

checkup.

- ii. As UPS should be kept operable in case of any blackout and electrical cut-out, Service Provider shall ensure that UPS is available for 24/7 throughout the whole contract term.
- iii. Execute battery discharge whenever necessary.
- iv. Service Provider shall ensure UPS operation and loading as per laid down schedule

F. Lifts and Escalators – Occupied Area

- i. Service Provider shall monitor the proper operation of lifts and escalators located within Occupied Area. In case of any malfunction or stoppage of lifts and escalators, Service Provider shall notify KINEXIN and the Service Provider for IICC Limited who is responsible for the operation and maintenance of Common Area for any work coordination.
- ii. Carry out preemptive testing / inspection and checkup whenever necessary on a regular basis and also on KINEXIN's requests.
- iii. Maintain a detailed log and record of any malfunction / stoppage.
- iv. Regularly clean lift rooms so that they should be used for their intended purpose not for any other purposes such as stacking or storing of any inventories or consumables.
- v. Build a communication / cooperation network with the Service Provider for IICC Limited and the external vendor with which it has entered into AMC(Annual Maintenance Contract).

G. Lighting System – Occupied Area

- i. Service Provider shall ensure that all lighting system and its related parts accessories in Occupied Area properly function.
- ii. Lighting system shall be in condition for supporting 24/7 throughout the whole contract term.
- iii. Periodically perform testing / inspection / checkup to find any technical errors, snags or malfunction and take immediate actions to tackle such obstacles.
- iv. Detect any requirement for replacement of light bulbs, filament or any other light fixtures and report it to KINEXIN for execution of such replacement. Service Provider shall bear the cost of such replacement but shall not replace such fixtures without KINEXIN's approval. KINEXIN is not responsible for malfunction or technical snags caused by such unapproved replacement.

H. Inventory Management – Occupied Area

- i. Service Provider shall report the status of inventory frequently to KINEXIN to ensure that all inventories and fitting are always in sufficient quantity so that no delayed replacement or repair may occur.
- ii. Service Provider shall prepare a comprehensive report on inventory status and submit it to KINEXIN for further guidance. The report submitted by Service Provider shall be prepared in accordance with Best Industry Practices and life of all electrical systems stated

in this RFP.

I. Reporting & Recording

i. For all electrical settings and systems, Service Provider shall ensure to record the status of them and report to KINEXIN every week. However, KINEXIN reserves the right to ask Service Provider to prepare reports at any time of the contract term and Service Provider shall respond to KINEXIN’s such request immediately.

6. HVAC System – OCCUPIED AREA ONLY

- 1) Overview of HVAC System at IICC
 - i. HVAC or HVAC system mentioned in this Article mainly includes equipment and utilities related to Chilled water system, pumps air conditioning units, heating, and ventilation.
 - ii. An overarching condition of the bidding is that Service Provider shall be responsible for **‘Occupied Area’ only**. The rest parts of IICC will be taken care of by Property Management Vendor(Service Provider) selected for IICC Limited.
 - iii. Refer to the table below for locations of HVAC system/equipment and Service area classification.
 - iv. Service Provider shall be responsible that the HVAC system operation is flawless 24/7 within **Occupied Area** and shall keep staffs on duty during night shift.

<Table 4: HVAC System Location / Area Classification >

No.	Service Description	Service Area Clarification
1	HVAC Main Plant Room - EH	Common Area Services
Pump Rooms		
2	HVAC Pump Room - Exhibition Hall 1	Occupied Area
3	HVAC Pump Room - Exhibition Hall 2	Occupied Area
4	HVAC Pump Room - Convention Center	Occupied Area
Air Conditioning Units		
5	Air conditioning units - ESS 1	Common Area Services
6	Air conditioning units - ESS 2	Common Area Services
7	Air conditioning units - DG Building	Common Area Services
8	Air conditioning units - Fire Station	Common Area Services
9	Air conditioning units - Exhibition Hall 3 Basement	Common Area Services
10	Air conditioning units - Foyer 2	Occupied Area
11	Air conditioning units - Exhibition Hall 1	Occupied Area
12	Air conditioning units - Exhibition Hall 2	Occupied Area

13	Air conditioning units - Convention Center	Occupied Area
Ventilation and Air Circulation Fans		
14	ESS 1	Common Area Services
15	ESS 2	Common Area Services
16	DG Building	Common Area Services
17	Service Gallery	Common Area Services
18	Parking Area of Convention Center	Common Area Services
19	Exhibition Hall 3 Basement	Common Area Services
20	Exhibition Hall 1	Occupied Area
21	Exhibition Hall 2	Occupied Area
22	Convention Center	Occupied Area
Critical Area - Air Conditioning		
23	Liquid Cooling Package(LCP System) - Data Center	Common Area Services
24	Liquid Cooling Package(LCP System) - Backup Data Center	Common Area Services

2) Based on Service Classification shown on the table above, Service Provider shall be responsible for HVAC systems and equipment in Occupied Area

i. Checkup and Inspection of system and related equipment

- a. Service Provider shall check the proper operation of equipment and system to ensure that no stoppage of equipment predation occurs.
- b. Equipment and parts that should be checked include AHU, FCU, pumps and related piping / ducts. For detailed equipment and system specifications, refer to the detailed equipment list in attachments.

ii. Coordination in terms of maintenance

- a. Service Provider shall plan and carry out proper maintenance programs and consistently find any malfunctions and snags that prevent HVAC systems from working smoothly.
- b. In case of need, Service Provider shall coordinate with the Service Provider of IICC Limited for repair and maintenance activities. The matrix and scope of maintenance / repair works shall be performed as defined in this RFP.

iii. Recording and reporting

- a. Service Provider shall prepare and maintain operation / malfunction / checkup logs. These logs should be reported to KINEXIN on weekly basis and upon its request.
- b. Parts related to HVAC operation and management shall also be recorded according to regular checkup/inspection. Inventory status on such parts and

components shall be attached to regular log report to KINEXIN.

7. Fire Safety System – OCCUPIED AREA ONLY

1) Overview of Fire Safety System at IICC

Fire Safety System for which Service Provider shall be responsible is strictly limited to those located in Occupied area described in Table 1 above.

- i. Fire Safety System mainly includes equipment and utilities related to Fire Hydrant System, Fire Sprinkler System, Fire Alarm and Detection System, Fire Extinguisher, etc.
- ii. An overarching condition of the bidding is that Service Provider shall be responsible for '**Occupied Area**' only. The rest parts of IICC will be taken care of by Property Management Vendor(Service Provider) selected for IICC Limited.

2) Area / Equipment covered by Service Provider

No.	Location / Equipment	Area Classification
1	Main Fire Pump Room - EH03 Basement	Common Area
2	Fire Alarm Panels - Common Areas(Phase 1)	Common Area
3	Fire Alarm Panels - Occupied Areas(Phase 1)	Occupied Area

3) Primary Responsibilities of Service Provider - Occupied Area

i. Fundamental Principles of Services

- a. Service Provider shall monitor, surveil, and check the fire safety system and its related equipment for 24 x 7 and 365 days during the whole contract term to detect any indication of fire beforehand and to extinguish fire in case of occurrence.
- b. The system and related equipment are to be checked and charged on a regular basis by a certified and skilled personnel.
- c. The rules, regulations, bylaws, decrees, or any sort of orders from government or similar administrative bodies shall be observed. It is entirely Service Provider's responsibility to fulfill the obligations and duties stipulated in such documents. KINEXIN reserves the full right to be indemnified against any disadvantage or damages that may arise by Service Provider's failure in such compliance.
- d. Considering emergency cases, Service Provider shall prepare all necessary plans for emergency including but not limited to emergency evacuation plan.

ii. Training / Inspection

- a. Service Provider shall conduct a comprehensive fire and safety training and drill for all employees and workers involved in services. Schedules and detailed plan for training / drills should be prepared and reported to KINEXIN at least once a quarter. Service Provider shall comply with KINEXIN's request for modifications to such plans and schedules if there is any.

- b. Periodic trainings / drills shall be conducted in accordance with any applicable SOP(Standard Operating Procedures), rules, and regulations set by related governmental bodies / public institutions including but not limited to Disaster Management Agency. It is Service Provider's responsibility to check and be aware of any updates on those SOPs, rules, and regulations.
- c. For immaculate and smooth execution of trainings / drills, Service Provider shall maintain a valid communication channel with the entities related to Fire and Safety matters. Service Provider shall be responsible for any damage caused by its failure to maintain such communication channel and shall indemnify KINEXIN against any physical / financial loss or damage.

iii. Fire Detection / Fire-fighting / Suppression Activities - Occupied Area

- a. Service Provider shall check the ventilation and Smoke exhausts in Occupied Area to prevent fire from spreading in an early stage of fire.
- b. Proper functioning / operation of fire alarms, fire indicators, and fire alarm panels are to be tested periodically. In case that any malfunctions or breakdown are detected, Service Provider is obligated to find the cause and fix it without any delay.
- c. Service Provider shall ensure that all fire fighting equipment including but not limited to fire extinguishers, hydrant, and any hoses are appropriately situated at designated places. The pressure of fire extinguishers should be maintained adequately for quenching fires.
- d. To ensure a smooth movement and deployment of fire hydrant and hose reels, Service Provider shall check that no obstacles / obstruction are placed in front of hydrants / fire hose entry & exit path.
- e. Smoking is prohibited in the entire area of IICC premises. Service Provider shall keep special alert for smoking and when any abnormality occurs, Service Provider must immediately take action and report to KINEXIN.
- f. Fire exits shall be cleared of any obstructions at all times.

iv. Maintenance / Inventory Management

- a. In case of any malfunction of equipment, alarming system, or any fittings that fall into Service Provider's area or responsibility shall be periodically checked and monitored.
- b. Service Provider shall report the status of inventory frequently to KINEXIN in order to ensure that all inventories and fittings are always in sufficient quantity.

v. Reporting / Recording

- a. Service Provider shall be responsible for keeping operation / maintenance logs and reports all of which should be submitted to KINEXIN at least once every quarter. The reports are deemed valid once they obtain an official stamp from KINEXIN.

- b. Spare / Inventory status & Training / Drill results / Regular Checkup & Inspection results shall be included as part of Service Provider's report to KINEXIN.
- c. Service Provider shall comply with KINEXIN's request for modifications that are made based on the contents of reports. Failure to meet KINEXIN's request in the time frame set by KINEXIN may lead to disadvantageous performance evaluation. KINEXIN is not responsible for any accidents that may occur by Service Provider's such failure.

8. Civil Repair and Maintenance – OCCUPIED AREA ONLY

Service Provider shall be responsible for civil repair and maintenance of Occupied Area as stated in the first section of this RFP. As per division of areas of responsibility between SPV(IICC Limited) and KINEXIN(Operator), the areas except Occupied Area shall be covered by Service Provider of SPV. The Occupied Area in this RFP is defined as stated Table 1.

- 1) **Primary Responsibilities of Service Provider - Occupied Area Only**
 - i. Service Provider shall execute a comprehensive civil and maintenance services throughout the whole areas which fall into 'Occupied Area' Category. This area of responsibility shall include Exhibition Halls, Convention Center and all supporting spaces such as organizer's offices, concourse, lobby, corridor, staircase, storage, and any other ancillary rooms / facilities that belong to Occupied Area.
 - ii. Conduct regular checkup of the responsibility area based on related rules, regulation, or laws of Indian Government or Governmental authorities.
 - iii. In case that any architectural defects such as crack or gap on the wall or exterior is found, Service Provider shall immediately log such defects on the report and carry on necessary measures / works to fix the defects. In case of the defects that require an immediate response such as falling of finishing materials inside the hall or water leakage, Service Provider may skip an act of logging such defect and shall take a prompt action on it. However, logging such defect shall be followed afterwards.
 - iv. Service provider regularly checks if any part of building structure including but not limited to staircases, conference rooms, utility trenches, or any affixed structural objects to the Occupied Area rusts or deteriorates. When any rust or deterioration is found, Service Provider shall report it to KINEXIN for further instruction on painting works.
 - v. When checking the exterior of the building, Service Provider shall focus on the following areas of attention.
 - a. Damage / crack / twist of exterior material
 - b. Damage / crack / gap in roof concrete
 - c. Damage / crack / gap in mechanical rooms / electrical rooms belonging to Occupied Area
 - d. Any breakage / damage of windows and doors.

- vi. Plan, carry out, monitor, and report to KINEXIN any repair / maintenance works that have been conducted or should be conducted. In case of the civil works that require a minor repair / maintenance works, Service Provider may make plans for such repair / maintenance works and submit them to KINEXIN for approval. However, in case of the civil works that require major repair / maintenance works, a consultation with specialized external construction / architecture company shall be required. In this case, Service Provider shall not carry out repair / maintenance works without KINEXIN's approval.
- vii. When checking the interior of the building, Service Provider shall focus on the following areas of attention.
 - a. Damage / fall / wear / crack of floor finish and wall in Exhibition Halls and Convention Centre.
 - b. Any improper movement of loading dock gates, shutter, entrance/exit gates, windows, utility trenches, and partitions in Exhibition Halls and Convention Centre.
 - c. Finishing of interior materials(fabric / painting), bathroom partitions.
- viii. As mentioned in vi. of this clause, also for interior checkup and repair / maintenance works, Service Provider shall plan and carry out repair / maintenance works according to the level of requirement. To avoid any unclearness, in case of minor civil works, Service Provider shall plan, carry out and report such works to KINEXIN. However, [upon KINEXIN's approval](#), in case of major civil works, an external agency [may](#) be involved to measure the necessity and scope of such civil works.

2) Reporting / Recording

- i. Service Provider shall be responsible for keeping operation / maintenance logs and reports all of which should be submitted to KINEXIN at least once every quarter. The reports are deemed valid once they obtain approval from KINEXIN.
- ii. Service Provider shall react / respond to KINEXIN's request for modifications that are made based on the contents of reports. Failure to meet KINEXIN's request in the time frame set by KINEXIN may lead to disadvantageous performance evaluation. KINEXIN is not responsible for any accidents that may occur by Service Provider's such failure and shall be indemnified against such occurrence.

9. ICT Services - OCCUPIED AREA ONLY

1) ICT Infrastructure and Services and Scope of Work

ICT system, meaning Information Communication and Technology, is installed throughout entire IICC premises. As stated in this document, Service Provider is responsible for performing Operation and Maintenance duty of ICT systems which fall in the category of Occupied Area. To avoid any doubt, ICT systems included in the area other than Occupied Area are to be taken care of by Service Provider of SPV(IICC Limited). Service Provider's ICT Service Scope of Works shall follow 'Overall

Maintenance Responsibility Matrix’ of this RFP.

2) Cooperation with SPV / SPV’s Service Provider

- i. KINEXIN’s Service Provider shall cooperate with SPV / SPV’s Service Provider as well as KINEXIN IT/ICT technician in performing ICT Services in a smooth manner. Whenever there is an occasion in which joint inspection, checkup, or testing is required, Service Provider shall report to KINEXIN for further guidance / direction.
- ii. Also, in case of any dispute arising out of the responsibilities, KINEXIN’s Service Provider shall notify KINEXIN immediately for further settlement of the issue. In such situation regarding duty division dispute, Service Provider shall not execute any ICT services / works at its own discretion but shall perform its duties in accordance with KINEXIN’s official request.
- iii. Service provider’s any failure to understand the Scope of Works matrix between SPV and KINEXIN and subsequent insufficiency / negligence in service performance caused by such failure may lead to deterioration in evaluation of Service Provider.

3) Management of equipment / software database

- i. Service Provider shall coordinate with SPV’s Service Provider in maintaining the database of hardware / software included in Service Provider’s area of responsibility indicated in the Overall Maintenance Responsibility Matrix.
- ii. This work may include providing SPV / SPV’s Service Provider with an accurate information such as model / configuration details, serial numbers, and other required details.

4) Operation / Routine Maintenance of ELV(Extra Low Voltage) / Security system - Occupied Area

Service Provider shall prepare and implement the operation & routine maintenance plan for the AV components installed in Occupied Area (Exhibition Halls & Convention Center). The table below shows specific items falling into this category.

SYSTEM TYPE	COMPONENTS
ELV / Security Systems installed in Occupied Area	<ul style="list-style-type: none"> o Wifi and Distributed Antenna System(DAS) - Occupied Area o IPABX System - Occupied Area o AV system for Seating Configuration o Wireless Language Interpretation System o Projector Screen o Sound Reinforcement System o Podium with Interactive Display o Multi Format Input Source o Local Recording and Streaming System o LED Video Wall

	<ul style="list-style-type: none"> o Digital Signage System o Augmented / Virtual Reality System o Media Façade o Background Music System o Other AV Systems in Exhibition halls and Convention Center o Ticket Vending Machines o Ticketing and Collection Kiosk o CCTV System o Access Control System
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- a. Operation and maintenance plan for the above components shall include the details such as the number of people to be deployed, the frequency of maintenance works, any testing / inspection plan. Service Provider shall not execute any duties before obtaining KINEXIN’s final approval on such Facility Management plan.
- b. In case that any breakdown or malfunctions are detected during inspection / checkup, and such breakdown or malfunctions are not considered to fall into Routine Maintenance category, Service Provider shall notify KINEXIN immediately for further actions. If Service Provider’s report on such malfunction to KINEXIN is not prompt enough, so that any of the events taking place in Exhibition Halls or Convention Centre are hampered by such malfunction, KINEXIN shall be entitled to claim damages against Service Provider for any financial loss caused by such failure of Service Provider.
- c. Service Provider shall be responsible for operating and troubleshooting VR / AR / Media Façade system by using appropriate programs. VR / AR/ Media Façade program shall be compatible with existing computer system of Occupied Area. In avoidance of doubt, as clearly defined in overall O&M matrix as well as ICT Scope of Work matrix, Corrective Maintenance / Renewal activities of these system are to be conducted by SPV’s Service Provider. In case of any malfunctions / breakdown of the system, an immediate report shall be prepared by Service Provider for troubleshooting.
- d. Service Provider shall prepare a comprehensive report on O&M of AV systems every week. The details that shall be included are any equipment abnormalities / malfunction status / major findings from inspection. However, KINEXIN may request Service Provider to prepare a comprehensive report at any time and Service Provider shall respond to such request without delay.
- e. Service Provider shall ensure that any software for operating AV equipment is up-to-date version.

5) ICT System Related Key Location and Command Centers

Service Provider shall conduct operation and regular checkups of the areas mentioned in below table and manpower deployment of the areas shall obtain KINEXIN's approval prior to execution.

S. No	Description	Operations Responsibility
1	Main Security Control Center (MSCC) at Convention Center	Joint Operation (SPV's Service Provider & Service Provider)
2	Security Control Center (SCC) at Foyer-2	Operator(Service Provider)
3	Main Hall & Stage Security Control Room (for Auditorium) at Convention Center	Operator(Service Provider)
4	Main Operation Control Center (MOCC) at Foyer-2	Operator(Service Provider)
5	Operation Control Center (OCC) at Convention Center Foyer-2 Exhibition Hall 1	Operator(Service Provider)
6	Main Data Center (MDC) at Convention Center	Operator(Service Provider)
7	Backup Data Center (BDC) at Exhibition Hall-2	Operator(Service Provider)
8	Primary ICT Technical Room at Convention Center, Exhibition Hall 1, Exhibition Hall 2	Operator(Service Provider)
9	Communication Operators Room B (COR - B) at Convention Center, Exhibition Hall 2	Operator(Service Provider)
10	TV Station Room at Convention Center	Operator(Service Provider)
11	Satellite Equipment Technical Room (SETR) at Convention Center	Operator(Service Provider)
12	Secondary ICT Technical Room/s, ICT Rooms, ELV Rooms	As per responsibility matrix
13	AV Control Rooms	As per responsibility matrix
14	Any other operation room(s)	As per responsibility matrix

6) Security Systems Operation & Routine Maintenance - Occupied Area

- i. Service Provider shall ensure that the Operation and Maintenance of Security systems and command centers(including security centers) installed in Occupied area are conducted flawlessly to keep safe and secure environment. Such Operation and Maintenance shall be done according to 'Overall Maintenance Responsibility Matrix' included in this RFP.
- ii. Main Security Command Center(MSCC) is located in Convention Center Building and MSCC is jointly operated by SPV's Service Provider and Service Provider.
- iii. Service Provider's ICT Team shall work in a close connection with Physical Security Service crew.
- iv. Service Provider shall ensure that all security related equipment such as CCTV, Access Control system, Public Announcement Systems are operated and maintained properly. In case of any malfunctions / breakdown of the system, Service Provider shall

report to KINEXIN immediately.

v. Comprehensive equipment report shall include the operation status of each system, any detected abnormal operation, malfunction log, etc. This reporting is to be made on weekly basis.

10. SOFT SERVICES - OCCUPIED AREA ONLY

SOFT SERVICES defined here in this article covers the works / tasks that shall be conducted by Service Provider in terms of managing Occupied Area by providing the services including but not limited to Housekeeping, Security, Meeting Room Setup and A/V(Audio Visual) equipment operation.

As stated throughout this document, Service Provider is only responsible for providing Soft Services in Occupied Area only. Soft Services in the area other than Occupied Area shall be covered by SPV(IICC Limited)'s FM Service Provider.

Location	Building detail	Responsibility
Occupied Area	Exhibition Hall 1&2, Convention Center, Foyer	Operator
Common Service Area	DG Building, ESS, Fire Station, Trunk Facilities in Hall 3 etc.	SPV
Parking, Basement Area	Basement of Halls, Convention Center, and Foyer, and parking	SPV
Open Area	Roads, Hard & Softscape Area, Open Exhibition Area, Gardens	SPV
Designated Plots	Future development plots for hotels, offices, and retails	SPV

Cost Plus model will be applied for payment of Soft Services. Such payment shall be made monthly after all soft services are properly conducted and clearly confirmed by KINEXIN and only for those with prior written approval by KINEXIN.

Type of Services	Service Description	Manpower Deployment (Payment Model)
Transition Services	All necessary transition work for Pre-Commissioning, Test & Commissioning, etc..	Variable (Cost Plus)
Managerial / Administration Services	Necessary expenditure for management, administration, etc..	Fixed (Comprehensive)
Technical Services	Operation and maintenance of, including but not limited to, Electrical System, HVAC System, Fire Safety System, and Civil etc..	Fixed (Comprehensive)
Soft Services	Operation and maintenance of, including but not limited to, Housekeeping, Security, Meeting Room Setup, and AV equipment operation etc..	Variable (Cost Plus)

* Example of general procedures of manpower deployment for '**SOFT SERVICE**'

Date	Process	Action by
31 st of March	Share the tentative event booking schedule for May	KINEXIN
5 th of April	Submit the deployment plan for May	Service Provider
8 th of April	Review the plan, and give approval or reject	KINEXIN

10 th of April	(If rejected) Submit the revised plan	Service Provider
15 th of April	Confirm the final number of manpower for May	KINEXIN
20 th of April	Submit the evidential document of deployment for March	Service Provider
30 th of April	(If confirmed) Remit the service fee for March	KINEXIN

- Based on the actual event schedule, the manpower deployment is subject to change.
- KINEXIN may request arrangement of additional manpower and Service Provider shall comply in timely manner.

Service Provider shall prepare necessary machines and tools to fulfill requirements for soft services in this RFP. The lists of machines and tools shall be included in **Attachment 4 – Soft Services Machines** and **Attachment 5 – Soft Services Tools** attached to this RFP.

Consumables for Soft Services shall be procured by KINEXIN. However, Service Provider shall provide a list of consumables needed referring to **Attachment 6 – List of Consumables** of this RFP.

1) Housekeeping Services – OCCUPIED AREA ONLY

Service Provider shall be responsible for providing housekeeping services for the following Area.

Building Detail	Total Built Up Area	Phase-I Development (BUA)
All figures in square meters		
EXHIBITION HALL 1(EH 1)	47,353.56	47,353.56
Ground Floor		30,884.23
Ground Floor - EH 1 and EH 2 connection		2,531.77
Ground Floor - (Mezzanine floor)		1,288.34
1st Floor – Supporting Area		2,723.00
1st Floor – Supporting Area(F&B) / Rear Side		1,009.30
2nd Floor – Supporting Area		4,942.68
3rd Floor – Supporting Area(Equipment)		3,851.00
Headroom – Roof Level		123.24
EXHIBITION HALL 2(EH 2)		
EXHIBITION HALL 2(EH 2)	47,288.75	47,288.75
Ground Floor - Exhibition Hall		28,022.25
Ground Floor - (Mezzanine floor)		1,520.06
1st Floor – Supporting Area		3,906.30
1st Floor – Supporting Area(F&B) / Rear Side		859.22
2nd Floor – Supporting Area		6,033.25

3rd Floor – Supporting Area (Equipment Control)		5,663.38
Third Floor - Office Area		1,161.05
Headroom - Roof Level		123.25
FOYER	13,713.81	13,713.81
Ground Floor - FOYER- EH1		8,189.32
Ground Floor - FOYER- EH2		3,719.14
First Floor - Foyer Connecting to CC and EH1		1,805.35
CONVENTION CENTER(CVC)	73,213.00	73,213.00
Basement - 2 (Below Building)		7,490.00
Basement - 2 Mezzanine (Artist Area)		1,435.00
Basement - 1		13,129.00
Ground Floor		6,436.00
First Floor		6,904.00
Second Floor		7,486.00
Third Floor		6,078.00
Fourth Floor		4,869.00
Fifth Floor		7,474.00
Sixth Floor		7,380.00
Seventh Floor		2,994.00
Eighth Floor		1,538.00
TOTAL AREA	181,569.12	181,569.12

*Any supporting spaces attached to the above areas including but not limited to office areas, toilets, storages, organizer’s office, press rooms, interpretation rooms, and VIP rooms are also areas of responsibility of Service Provider.

1.1) Primary Responsibilities

- i. General Guidelines for Housekeeping works
 - a. In consideration of the nature of Convention / Exhibition Center, Service Provider shall ensure that housekeeping services for Occupied Area are provided in a timely manner with an appropriate No. of manpower. Service Provider shall submit the weekly, monthly, quarterly, and yearly plan, including manpower deployment plan, for housekeeping to KINEXIN in advance to obtain approval. In case that any unexpected / unplanned demand for

housekeeping arises, Service Provider immediately reports to KINEXIN to obtain approval. Any expense that Service Provider incurs for such unapproved housekeeping works will not be reimbursed by KINEXIN.

- b. In Service Provider's housekeeping plan, the dates & areas of housekeeping, count of manpower, and expected amount & type of consumables shall be included. In some cases, KINEXIN may request modification to such plan. After completion of a daily duty, Service Provider shall submit a report to KINEXIN including the aforesaid details.
- c. Service Provider shall train its housekeeping manpower from time to time to ensure that the quality of service should be maintained constantly and not deteriorate. Additionally, Service Provider shall make its manpower understand the nature of exhibition / convention for a better execution of works.
- d. Equipment, machines, and other tools required to fulfill the housekeeping services in this article shall be prepared by Service Provider. In consideration of the scope of housekeeping works stated in this section, Service Provider shall propose the appropriate quantity and brand of such items. However, KINEXIN reserves a full right to make a final decision on the quantity and brand of items. Some of the minimum items that must be included are Ride-On Machine, Vacuum Cleaner, Brooms, Dustpan, Dry/Wet Mop, Glass Cleaning Cloth, Toilet bowl brush, etc. Also, some of the recommended machine brands are Karcher / Nilfisk / Eureka Forbes. In case of machines, Service providers shall ensure that such machines meet the minimum safety and quality standards in accordance with ISI(Indian Standards Institution). Service provider shall utilize the format attached to this document.
- e. Lists of consumables required for housekeeping works stated here shall be prepared by Service Provider and reported to KINEXIN. Some of the minimum items that must be included in Consumable category are Cleaning agents, Air freshener, Oil and Grease removing liquid, Liquid handwash and dispensers, etc. Service Provider shall propose the required quantity of such consumables. However, KINEXIN reserves a full right to make a final decision on the quantity of consumables. It is KINEXIN's responsibility to procure such consumables to Service Provider bi-monthly. Service Provider shall prepare a list of these consumables utilizing the format attached to this document.
- f. Service Provider shall ensure that the manpower shall be effectively mobilized for any type of events taking place at IICC. It is Service Provider's responsibility to maintain the contact network whenever necessary. KINEXIN reserves a full right to charge Service Provider the penalty for its failure to mobilize the proper/optimal number of housekeeping manpower for any events, not affecting any event schedule in consultation with KINEXIN.
- g. Housekeeping personnel shall wear Service Provider's official uniform that clearly shows the name of the company. In addition, Service Provider shall

ensure that those uniforms are worn during workhours in a proper manner.

- h. Service Provider shall be responsible for all safety accidents that may occur by negligence or carelessness of housekeeping manpower, or any malfunction of housekeeping equipment/machines. This responsibility shall include financial damage or loss towards KINEXIN and a full restoration of the property to its original condition.
- i. In case that any housekeeping works are expected where there is a flow of visitors, Service Provider shall place signboards clearly showing that the works are in progress.

ii. Housekeeping Service Description

- a. As stated in General Guidelines for Housekeeping works in previous article, Service Provider carries out its housekeeping services in accordance with its schedule that must be submitted to KINEXIN.
- b. Regular housekeeping services include
 1. Checkup and cleaning for lobby area, exhibition halls, conference rooms and auditorium, office floor & corridor
 2. Entrance door cleaning and glass wiping for dust / impurity removal
 3. Checkup and cleaning for entrance mats
 4. Regular Checkup and cleaning for bathrooms in Occupied Area
 5. Cleaning for elevator floors, escalator steps and rails
 6. Checkup and emptying trash bins
 7. Other areas on KINEXIN's requests
- c. Despite Clause ii. b. above, KINEXIN may request Service Provider to conduct special housekeeping. Also, in case that KINEXIN finds Service Provider's housekeeping incomplete or imperfect, Service Provider shall execute housekeeping till it meets KINEXIN's requirement regardless of time and frequency of such additional housekeeping.

d. Housekeeping Service for Exhibition halls and their ancillary spaces

1. For Exhibition Halls and their ancillary spaces, when occupied by external organizer(s), the organizers shall have primary responsibility for housekeeping.
2. However, Service Provider is responsible for checking the housekeeping / cleaning status of exhibition halls and other areas occupied by external organizers. In case that Service Provider finds any necessity of additional housekeeping activities by such organizers, Service Provider shall report to KINEXIN immediately.
3. When exhibition halls are not occupied by external organizers / When there are no events taking place in exhibition halls, Service Provider shall conduct monitoring of the status of exhibition halls and ancillary spaces. Service Provider shall report to KINEXIN when it is determined that

additional cleaning service is required. After obtaining approval from KINEXIN, Service Provider shall carry out cleaning works for exhibition halls before the starting of any events.

e. Housekeeping Service for Entrance / Lobby

1. Keeping entrance / lobby area tidy and clean at all time
2. Management of mats in an event of raining.
3. Removal of any trash / dust using relevant cleaning tools.
4. Mopping the floor / stairs whenever necessary.
5. Removal of dampness in case of raining to prevent any safety accident
6. Checkup for any metallic parts in entrance / lobby areas to keep their surface glossy
7. Immediate removal and cleaning of any liquid refuse(coffee, drinks)

f. Housekeeping Service for Toilets

1. Remove dampness around washing basins, urinals, and toilets by mopping
2. Clean any contaminated parts on the surface of basins, urinals, and toilets
3. Wipe mirrors whenever necessary
4. Remove dampness on doorknob and entrance door
5. Clean and keep metallic parts glossy and stainless by wiping
6. Housekeepers shall be mobilized sufficiently in case of high demand when large exhibitions / conventions are held
7. Toilet papers shall be provided at all time
8. Fill up handwashing liquid dispenser whenever necessary
9. In case of any breakdown / malfunction, immediately report to housekeeping manager for necessary actions
10. Do not place any cleaning tools in toilets for differently abled/divyangs
11. Check if all stickers are properly attached and not damaged
12. Take off any unapproved stickers that have been illegally attached

g. Housekeeping Services for Office area

1. Sweep and wipe the floor before and after workhours. Any housekeeping / cleaning services shall not be scheduled during the office workhours. However, KINEXIN may request an immediate cleaning at any time in case of need.
2. When substances like ink / pigment / dye seep onto the floor, an immediate removal shall be carried out. In case that any stains are still left after such removal works, immediately report to KINEXIN.
3. Empty all trash bins in office areas and wash them on a regular basis
4. Remove dusts on desks and wipe them before and after workhours

h. Housekeeping Services for Conference rooms & carpeted areas

1. Check the housekeeping / cleaning status before and after the events.
2. Completely remove any paper / bottles / banners / other trashes before the starting of the event.
3. Thoroughly sweep carpeted area with broomsticks and dustpan.
(The areas covered with carpet)
4. Plan and execute carpet cleaning with machine on a regular basis. The frequency of such carpet cleaning shall be approved by KINEXIN. However, KINEXIN may request a machine carpet cleaning at any time and Service Provider shall conduct it in accordance with such request of KINEXIN.
5. Wipe doorknobs of conference room entrance to remove any stain and dust.
6. Desks / chairs shall be maintained clean at all time. Regularly check the cleaning status of desks and wipe them whenever necessary.
7. Immediate removal and cleaning of any liquid refuse(coffee, drinks)

i. Housekeeping Services for Windows / Ceiling

1. Keep windows dust-free and stainless by wiping. However, in case of raining, window wiping shall be conducted on the following day.
2. Remove dust on the ceiling with dry cloth every 6(six) months. However, in case that any contamination is found, immediately wipe it out with dry cloth and report to KINEXIN.

j. Pest Control Services

1. Identify vermin, pests, termites, mammal, bird or insect, and perform pest control and ensure removal of them from the Occupied Area.
2. Conduct rodent, flies, cockroaches, mosquitoes, spiders control on a regular basis.
3. All pest control activities shall be logged and reported to KINEXIN weekly.

2) Security Services - OCCUPIED AREA ONLY

Security Services defined in this section shall be conducted by Service Provider as part of their obligations towards KINEXIN. Service Provider shall cover all works and duties described in this section.

i. Area of Responsibility for Security Services

As stated throughout this document, Area of Responsibility for Security Service by Service Provider is strictly limited to Occupied Area. Below is a breakdown of Area of Responsibility.

- a. Fixed post
 1. Main Security Control Center(MSCC)
 2. Security Control Center (SCC)
 3. Other areas under direction of KINEXIN

- b. Areas for patrolling
 - 1. Convention Center Building
 - 2. Exhibition Hall Building
 - 3. Other areas under direction of KINEXIN

When any areas stated within exhibition halls are occupied by external organizers, the security duties for those areas shall be conducted by such organizers not by Service Provider. For instance, if an organizer occupies Exhibition Hall 1 & 2, organizer's office, and VIP room for their event, Organizer is obligated to carry out all security works for all such areas they occupy during their occupancy. When the Exhibition Halls are not occupied by external organizers, they shall be locked up and only patrol-secured, not post-secured.

ii. General Security Work description

- a. Daytime: Maintaining visitor safety / Providing facility guidance to visitors
- b. Nighttime: (Occupied Area)Entrance / Lobby patrol & checkup after 20:00 hrs
 - 1. Nighttime patrolling shall be carried out on a regular basis. The primary purpose of patrolling is to check the locking of entrances and any suspicious / unauthorized entry & movement of people.
 - 2. Duration & time frame of day / nighttime shift can be determined by Service provider but KINEXIN reserves a right to request an adjustment to such duration and time frame.
- c. Operation and monitoring of Security systems(CCTV, access control, etc.)

iii. Security Team Organization

- a. All personnel deployed into security duties shall be fully qualified in accordance with related labor regulations and laws.
- b. Security teams shall be headed by 1(one) overall leader who shall be able to replace the vacancy of any security personnel.
- c. Based on clauses above, Service provider shall prepare an organization chart of its security team and submit it to KINEXIN for approval before deploying manpower.
- d. Organization / No. of manpower of security teams can be modified at any time upon KINEXIN's request that does not transgress the perimeter of related regulation and law.
- e. In case that any disqualified person(s) is detected by KINEXIN, Service Provider shall replace them immediately. Such replacement shall obtain KINEXIN's approval before deployment.
- f. Service Provider shall prepare an operation plan for security team, which includes No. of deployment and day/night shift. However, KINEXIN reserves a full right to request changes to such operation plan and Service Provider shall comply with KINEXIN's request in a prompt manner.

iv. Duties of Security Personnel

- a. Abide by any governmental laws, regulations, orders, or restrictions which are related to operation & execution of security duties in India.
- b. Patrol foyer, exhibition hall entrance, or any security-vulnerable area in day/nighttime following the designated shift. During patrol, in case that any risk factors are detected, they shall be removed immediately and reported to KINEXIN without any delay for further actions / instructions.
- c. Frisking and checking of visitors at entrances of buildings with necessary security equipment including but not limited to metal detectors, X-ray scanners, IED detector, full body scanner, etc. Security personnels shall be educated and trained to use such equipment in field with large crowd.
- d. Provide visitors with basic guiding / path-finding
- e. When patrolling any responsible areas, security team members shall execute duties in a trained and quiet way.
- f. All security team crew shall be properly and neatly attired representing the image of IICC venue.
- g. Shall ensure that any abnormal situation occurs during shift transfer and duty handover.
- h. Render any possible assistance in case of disastrous or emergency circumstances officially proclaimed by Government of India.

v. Security Crew Staffing

- a. In case that any vacancy of crew happens, Service Provider shall fill up such vacancy with alternative manpower to ensure the continuity of Security Work.
- b. Security offices located in the area of responsibility - Occupied area shall be always operated by Security team leader. In case that Security team leader is not available for service, the 2nd highest security officer shall replace such person.
- c. All staffing plans shall be reported to KINEXIN daily, weekly, monthly and yearly for a final approval of KINEXIN on manpower deployment. This relates to Operation Plan stated in the following clause vii. Preparation of Operation Plan.
- d. Security Team Leader or Team Manager(In case of Team Leader's temporary absence / vacancy) shall be responsible for overall operation of security works to ensure that no security works are performed without supervision of person(s) with eligibility.
- e. All deployed security manpower including but not limited to Security Team Leader, Team Manager(right below Team Leader), or security patrol shall obtain a certificate, credential, or qualification any of which is mandated in accordance with related government law / regulations.
- f. In case that any ineligibility in security crew has been detected by KINEXIN, Service Provider shall remove such ineligibility immediately at own expense by

replacing any ineligible person(s) with the fully qualified ones.

vi. Management of Personnel

- a. Service provider shall ensure that security services are operated and maintained smoothly without any cessation.
- b. In preparation of any unexpected vacancy or absence of security crew, Service Provider shall report it to KINEXIN immediately and take necessary actions for replacement.
- c. In accordance with any applicable regulations or laws in the territory of India, proper trainings shall be provided to all security crew involved. The dates for such trainings shall be discussed with and approved by KINEXIN in advance to avoid any overlap with the dates of events taking place at IICC.
- d. Service Provider shall cooperate with KINEXIN’s field staff members and follow their directions at all times.

vii. Preparation of Operation Plan and Reporting

- a. Operation plan including but not limited to the details such as No. of people, time of services and detailed work description of each security personnel to be deployed shall be prepared and submitted to KINEXIN for its approval before actual deployment of manpower. The submission of this operation plan shall be made at least one (1) week prior to the actual initiation of the service. In particular, the number of security personnel and their workhours shall be prepared in tabular format. To avoid any unclearness, KINEXIN reserves the right to request Service Provider to modify / change personnel and/or items and Service Provider shall reflect such request. No security personnel can be deployed without KINEXIN’s prior approval.
- b. In case that KINEXIN finds that Service Provider’s Operation plan is insufficient or needs an improvement for an immaculate execution of its duties, KINEXIN reserves a full right to request Service Provider to modify / change its plan and re-submit it to KINEXIN for an approval.
- c. Service Provider shall report its security works to KINEXIN at a regular interval following the guidelines shown on the table below.

Report Type	Report Description
Daily	o Manpower Status / Incidence Report / Suspicious Activities / Etc.
Weekly	o Manpower Deployment Recap / Major Incidence / Primary Service Records / Etc. *Weekly report shall be accompanied by operation plan for the following week
Monthly	o Manpower Deployment Recap / Major Incidence / Primary

	Service Records / Etc. *Shall be prepared on First Monday of every month
Yearly	o Security operation plan for the following year o Brief summary of Security works in the previous year
Disaster / Terrorism	o Disaster / Anti-Terrorism Manual for the emergencies officially declared by Government o Constantly reflect any amendment and changes in related law immediately on the current manual

viii. Proper Attire

- a. Uniform for security manpower shall be selected after Service Provider obtains an approval of KINEXIN. Any uniform that has not been approved by KINEXIN shall not be worn on security personnel.
- b. Design / logo / specification of the approved uniform shall not be modified or altered by Security personnel at their discretion. Any expense incurred by such change / modification shall be borne by Service Provider.
- c. Service Provider shall ensure that all security personnel wear an identical or relevant uniform at all times.
- d. The design of the uniforms shall be maintained for the period of Service Provider's contract unless Service Provider and KINEXIN agrees to change it.
- e. All security personnel shall wear name card / badge that clearly shows the identity of deployed security personnel.

3) Meeting Room Setup and Operation of AV Equipment - OCCUPIED AREA ONLY

Service Provider shall be responsible for Room Setup and Operation of AV Equipment in Grand Ballroom and meeting rooms in Occupied Area.

i. Area of Responsibility for Meeting Room Setup and Operation of AV Equipment

Meeting Room No.	Location (CC)	Dimensions (WxL, in m)	Usable Area (m ²)	Capacity(No.of Pax)			
				Classroom	Theatre	Banquet	Reception
Auditorium	B2~2F	-	5,070	6,005(Fixed Seating)			
B101	A	31.61 X 19.74	600	312	516	258	396
	B	31.61 X 19.74	600	312	516	258	396
	A+B	31.6 X 39.25	1,200	624	1,032	516	792
201	2F	14.05 X 23.34	316	164	272	136	209
202	2F	15.35 X 14.04	205	107	176	88	135
301	3F	11.15 X 19.67	212	110	182	91	140
302	3F	15.72 X 19.67	293	152	252	126	193

303	3F	11.55 X 13.92	144	75	124	62	95	
304	3F	15.22 X 19.67	291	151	250	125	192	
305	3F	16.07 X 19.55	313	163	269	135	207	
401	4F	12.76 X 11.62	144	75	124	62	95	
402	4F	12.76 X 11.68	144	75	124	62	95	
401+402	4F	12.76 X 23.30	288	150	248	124	190	
403	4F	11.49 X 11.66	117	61	101	50	77	
404	A	4F	11.69 X 15.20	170	88	146	73	112
	B		11.70 X 15.20	172	89	148	74	114
	A+B		23.39 X 15.20	342	177	294	147	226
405	4F	8.32 X 11.68	92	48	79	40	61	
Grand Ball Room	6F	83.18 X 42.7	3,400	1,768	2,924	1,462	2,244	

ii. Room Setup Service Description

- a. Service Provider shall, under KINEXIN's direction, setup meeting rooms in above table with tables, chairs, and any other necessary equipment adequately for the purposes of meetings.
- b. Types of room setup include but not limited to Theatre type, Classroom type, Banquet Type and Reception Type.
- c. KINEXIN may direct Service Provider to amend type of settings when necessary and Service Provider shall carry upon such direction.
- d. Service Provider shall cooperate with KINEXIN's field staff members such as hall/room managers and follow their directions at all times.

iii. Operation of AV(Audio Visual) Equipment Service Description

- a. Service Provider shall operate and maintain AV(Audio Visual) equipment for smooth progress of meeting sessions.
- b. Number and types of AV(Audio Visual) Equipment for operation and maintenance are in the detail equipment list in the attachment.
- c. Service Provider shall cooperate with KINEXIN's technical engineers(facility team) and follow their directions at all times.

iv. Manpower Management and Deployment

- a. Service Provider shall submit staffing plans for Room Setup and Operation of AV Equipment to KINEXIN weekly and monthly for final approval of KINEXIN on deployment.
- b. Service Provider shall, when needed, request additional manpower for Room

Setup and Operation of AV Equipment to KINEXIN. Such manpower deployment request shall be submitted at least seven days before execution and executed strictly with post-approval of KINEXIN.

IV. ATTACHMETNS

<ATTACHMENT 1 – APPLICATION FORM>

<u>Application Form for Facility Management Vendor for IICC</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	
8	Contact Executive	
	8.(1) Name	
	8.(2) Designation	
	8.(3) Telephone(Landline / Mobile)	
	8.(4) Email ID	
9	Date of Establishment	
10	Average Turnover for the last 3 financial years	(Number and Say)
	10.(1) Turnover for 2019 – 2020(INR)	(Number) (Amount in Words)
	10.(2) Turnover for 2020 – 2021(INR)	(Number) (Amount in Words)
	10.(3) Turnover for 2021 – 2022(INR)	(Number) (Amount in Words)
11	NETWORTH for 2021 - 2022	(Number and Say)
12	Credit Rating Level	
13	Income Tax Return of the last 3 financial years	
14	Audited Financial Report for the last 3	

	financial years	
15	Proof of Work Experience	

* Copy of documents proving the figures filled in No. 7, 10, 11, 12, 13, 14, 15 sections 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 services that our company has provided. 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)

<ATTACHMENT 2 – FINANCIAL PROPOSAL(PRICE BIDDING)>

Financial Proposal

Service Fee by Transition Period and Year

Contract Year	SERVICE FEE(Total Amount)
Transition Period (3 months)	(Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)
Year 1	(Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)
Year 2	(Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)
Year 3	(Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)
TOTAL	ADDITION OF THE ABOVE AMOUNTS (3 YEARS and 3 months) (Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)

* All amounts stated above are completely exclusive of all GST and taxation related amount.

<Notice for Bidders>

- Bidders **shall include the soft service charges** in their financial proposal. Soft service charges **must be included considering the estimated occupancy rate. The payment for soft services will be executed based upon actual usages and unit prices in the financial proposal will be applied.**
- **Equipment and tools** for FM services shall be procured and **provided by Service Provider and shall be included in the financial proposal.**
- **All Consumables** which are required for FM services will be procured and **provided by KINEXIN and shall be excluded in the financial proposal.** For smooth procurement, Service Provider needs to submit the ‘List of Required Consumables’ and check inventories on a regular basis.

Breakdown of Service fee by Year *EXAMPLE TABLE

< YEAR 1 >

COMPONENT	AMOUNT
Manpower	(Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)
Consumable	(Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)
Machinery Rental	(Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)
Administrative / Operation Costs	(Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)
ETC.	(Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)
TOTAL	(Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)

< YEAR 2 >

COMPONENT	AMOUNT
Manpower	(Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)
Consumable	(Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)
Machinery Rental	(Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)
Administrative / Operation Costs	(Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)
ETC.	(Number) (Amount in Words)

	(Daily Rate per service/activity) (Headcount per service/activity)
TOTAL	(Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)

< YEAR 3 >

COMPONENT	AMOUNT
Manpower	(Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)
Consumable	(Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)
Machinery Rental	(Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)
Administrative / Operation Costs	(Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)
ETC.	(Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)
TOTAL	(Number) (Amount in Words) (Daily Rate per service/activity) (Headcount per service/activity)

* In case that this form is not enough to specify a complete set of components in each year, bidder can have discretion to use a separate page or spreadsheet.

* Bidder shall agree that KINEXIN reserves a full right to request the bidder to adjust or modify the service fee breakdown in a certain year of service.

We submit the figures above with a complete awareness of entire contents of this RFP. In addition, we hereby commit that we comply with all conditions, guidance, direction or any other articles and clauses of this RFP and contract.

OO of May, 2023

*** Submitter**

Address :

Name of Company :

Name of Representative :

(Signature)

(Company Seal)

<ATTACHMENT 3 – UNIT PRICE FOR SOFT SERVICE >

Unit price proposal – Soft Service applied with Cost-Plus Model

List of Unit Price

Service Area	Unit price per day (8hours)
Housekeeping	
Security	
Operation of AV Equipment	
Meeting room Set-up	

* All amounts stated above are completely exclusive of all GST and taxation related amount.

<ATTACHMENT 4 – LIST OF SOFT SERVICES MACHINES>

List of Soft Services Machines

(To be filled in by Service Provider)

Serial No.	Machine Type	Operation Mode	Quantity	Brand	Picture
1	(Example) Ride on - Vacuum Sweeper	Battery Operated	0	Karcher	
2	(Example) Ride on - Floor Scrubber	Battery Operated	0	Eureka	
3	(Example) Industrial Vacuum Cleaner	Electrical	0	Karcher	
4					
5					
6					
7					
(Service Provider may expand the list by adding more lines)					

* Texts in the above table are ‘EXAMPLES’ of machines. It does not mean that Service Provider shall bring in such machineries. Service Provider freely fills in the list at its discretion.

* As stated in this document, a final approval on this list will be made by KINEXIN. In case that KINEXIN requests Service Provider to take some machines out of the list, Service provider shall comply with such decision and shall not appeal to it.

* Service Provider may modify the suggested format above to the extent that the contents on the table are clearly recognizable.

<ATTACHMENT 5 – LIST OF SOFT SERVICE TOOLS>

List of Soft Service Tools

(To be filled in by Service Provider)

Serial No.	TYPE	DESCRIPTION
1	(Example) Cleaning Tools	Soft Bristled Brooms
2	(Examples) Cleaning Tools	Hard Brush
3	(Examples) Cleaning Tools	Dry Mop / Wet Mop Set
4	(Examples) Cleaning Tools	Janitor’s Trolley
5	(Examples) Cleaning Tools	Brush / Cloth for Window Cleaning
6	(Examples) Security Tools	Walkie-Talkie
7		
(Service Provider may expand the list by adding more lines)		

- *Texts in the above tables are ‘EXAMPLES’ of tools. It does not mean that Service Provider shall bring in such tools. Service Provider freely fills in the list at its discretion.
- *As stated in this document, a final approval on this list will be made by KINEXIN. In case that KINEXIN requests Service Provider to take some tools out of the list, Service provider shall comply with such decision and shall not appeal to it.
- *In case of cleaning tools, Service Provider does not have to guarantee the quantity of such tools. However, Service Provider shall ensure that the quantity of tools suffices for cleaning / housekeeping services that shall be conducted based on scope of work stipulated in this document.

<ATTACHMENT 6 – LIST OF CONSUMABLES>

List of Annual Consumables for cleaning and others

(To be filled in by Service Provider)

Serial No.	TYPE	DESCRIPTION	Quantity Per Year	REMARKS
1	(Example) Cleaning Agent	Cleaning / Sanitizing toilet surfaces & basin		Green Seal Certificate Required
2	(Example) Cleaning Agent	Cleaning Glass / Mirror		Green Seal Certificate Required
3	(Example) Cleaning Agent	Air Freshener for Rooms & Toilets		Green Seal Certificate Required
4	(Example) Cleaning Agent	Oil and Grease Remover Agent for water-resistant surfaces		Green Seal Certificate Required
5	(Example) Consumable	Naphthalene Balls		ISI Mark Required
6	(Example) Consumable	Surgical hand gloves (to be used for cleaning)		ISI Mark Required
7	(Example) Consumable	Toilet Paper		Related Hygiene Certificate Required
(Service Provider may expand the list by adding more lines)				

*Texts in the above table are ‘EXAMPLES’ of consumables

*As stated in this document, Service Provider is in charge of submitting list of Consumables which are required for housekeeping and other duties. Once the list is submitted, KINEXIN will procure and provide required consumables.

<ATTACHMENT 7 – ACCEPTANCE NOTIFICATION FORM>

To KINEXIN Convention Management Ltd.

(Company Name), registered in (Area of Registration), (Business Registration Number), hereby accept and fully understand all terms and conditions stated in all documents including but not limited to Request for Proposal for selecting Facility Management Vendor at IICC, ordered by KINEXIN Convention Management Ltd., the contract regarding the foresaid RFP and any other materials related to its bidding.

*** Submitter**

Date of Submission :

Name of Company :

Address in full :

Name of Representative : (Signature)

(Company Seal)

<ATTACHMENT 8 – CONTRACT FORM>

* refer to attached file.

<ATTACHMENT 9 –FORMAT FOR JOINT BIDDING AGREEMENT FOR CONSORTIUM>

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

{..... , a company } and having its registered office at (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

{..... , a company } and having its registered office at (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, SECOND PART are collectively referred to as the "Parties" and each is individually referred to as a "Party"

WHEREAS,

- a) [....., incorporated under the Act .. . , represented by its and having its principal offices at] (hereinafter referred to as the ""Operator"" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications") by its RFP document dated ____ for award of Contract for "Selecting Facility Management Vendor of IICC(India International Convention & Expo Centre)"
- b) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- c) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

- 1.1 In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP document.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a Consortium (the "Consortium") for the purposes of jointly participating in the Bid Process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bid Process only through this Consortium and not individually and/ or through any other Consortium constituted for this Project, either directly or indirectly.

3. Covenants

- 3.1 The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall enter into the Contract Agreement with the "Operator" for performing all its obligations as the Contractor in terms of the Contract Agreement for the Project.

4. Role of the Parties

4.1 The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bid Process and until the Commencement Date under the Contract Agreement;
- b) Party of the Second Part shall be {the Member of the Consortium}

5. Joint and Several Liability

5.1 The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP, and the Contract Agreement.

5.2 The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the "Operator" shall be entitled to rely upon any such action, decision or communication of the Lead Member. The "Operator" shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Consortium.

6. Share of work in the Project

6.1 The Parties agree that the proportion of Operation & Maintenance in the Contract Agreement to be allocated among the members shall be as follows:

- I. First Party:
- II. Second Party:

6.2 Further, the Lead Member shall itself undertake and perform at least **51 (Fifty One)** per cent scope of the proposed project if the Contract is allocated to the Consortium.

7. Representation of the Parties

7.1 Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium

Member is annexed to this Agreement, and will not, to the best of its knowledge:

- I. require any consent or approval not already obtained;
 - II. violate any Applicable Law presently in effect and having applicability to it;
 - III. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof; violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - IV. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

- 8.1 This Agreement shall be effective from the date hereof and shall continue in full force and effect until Project completion is achieved under and in accordance with the Contract Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium, the Agreement will stand terminated in case the Bidder is not selected for award of the Services by the "Operator".

9. Miscellaneous

- 9.1 This Joint Bidding Agreement shall be governed by laws of {India}.
- 9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the "Operator".

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

(Address)

In the Presence of:

- 1.
- 2.

Notes:

- a) The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- b) Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

<ATTACHMENT 10 –FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM>

Whereas the ***** ("the "Operator"") has invited bids from interested parties for the ***** Project (the "Project").

Whereas,and.....

(collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the RFP document and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and "Operator" to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

- a) We, having our registered office at,
M/shaving our registered office at ,M/s.....having our registered office at,
- b) and.....having our registered office at....., (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/Shaving its registered office at, being one of
- c) the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney").
- d) We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the Bid Process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of bids and other documents and writings, participate in Bidder(s) and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the "Operator", and/ or any other business entity, or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof until the Commencement Date under the Contract Agreement.
- e) AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF..... 2....

For
(Signature)
(Name & Title).....

For
(Signature)
(Name & Title).....

For
(Signature)
(Name & Title).....

Witnesses:

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- I. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- II. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidder(s) from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.