



**Service Contract for Facility Management
Vendor for Operation and Maintenance
Services at IICC
(India International Convention and Expo Center)**

May 2023



**KINEXIN Convention Management Private Limited
(IICC Operator / Ordering Company)**



Service Contract for Facility Management Vendor for IICC

KINEXIN Convention Management Private Limited which is the official operator of IICC venue(hereinafter referred to as “Party A”) and _____ (hereinafter referred to as “Party B”) agree to enter into a service contract for Facility Management Services within the premises of India International Convention & Expo Centre (IICC) as follows.

- A. Contract name: Service Contract for Facility Management Vendor for Operation & Maintenance Services at IICC
- B. Total Contract Amount : INR _____ (In word : _____)
 - o Transition Period(3 months) : INR _____ (In word : _____)
 - o Year 1 : INR _____ (In word : _____)
 - o Year 2 : INR _____ (In word : _____)
 - o Year 3 : INR _____ (In word : _____)
- C. Performance Security Deposit is calculated at the 20% (Twenty Percent) of the contract amount for the Year 1.
 - * As clearly stipulated in Attachment 2- Financial Proposal (Price Bidding) of Request For Proposal for Facility Management at IICC (hereinafter RFP) attached herewith this contract, Party B’s total contract amount for the entire contract period shall not exceed despite Article 5 of this document ‘Alteration in Service Contract’.

Article 1. Purpose

The purpose of the service contract concluded between Party A and Party B is to clearly define the obligations, rights, and contractual relationship between both parties in terms of fulfillment of duties and responsibilities specified in this contract as well as RFP(Request for Proposal).

Article 2. Contract Term

This service contract comes into effect from the time of receipt of officially signed and sealed contract by Party A.

1. Party B, when duly sign this contract and RFP application form, confirms that the Party has read and understood all materials and related documents of RFP and the materials and documents are a part of this contract.
2. Initiation date of the services by Party B is 3 months before Commercial Operation Date of IICC(hereinafter referred to as COD). COD 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.
3. Basic duration of the service contract is 3(three) months of transaction period plus 3(three) years from aforementioned COD (3 years and 3 months).



4. Specific dates of initiation and termination of the services are to be determined depending on the official COD.
5. The contract can be renewed, after initial term of three(3) months plus three(3) years, once for an additional term of three(3) years upon mutual agreement in writing by both Parties. Party A may conduct performance assessment of the Party B for the contract period and apply the results on its decision of renewal.

Article 3. Area of Party B's Responsibilities

As clearly specified throughout RFP(Request for Proposal) document, Party B shall be responsible for Facility management duties only for Occupied Area, specific statements of which are provided as follows. In avoidance of any doubt, Party B is not responsible for any areas which are not included or specified in the table below.

< 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 Party B. Any areas or spaces not included in the category of Occupied Area above are not the scope of Party B.

Article 4. Scope of Works / Validity of Related Documents

1. Party B shall accept that all related documents including but not limited to Request for Proposal, List of Equipment, Attachments, annexures, and applications forms therewith are part of this Service Contract.
2. Party B shall provide utmost optimized integrated facility management services that are mentioned in RFP of this contract.
3. In relation to the Clause 1 above and to Article 2 of this Service Contact, Party B shall carry out all duties, obligations, and responsibilities in timely and faithful manner during the period and within the contract amount as specified in Article 2.
4. Party A's compliance with OSA(Operation Service Agreement) with IICC Limited, Party B

shall spontaneously support Party A in preparing Test-Running and Joint Survey, all of which are the subordinate activities derived from Pre-Commissioning / Commissioning.

5. Right from the date of signing of this contract, Party B shall appoint & deploy a responsible point of contact to support and to respond to / take an immediate action on Party A's requests.

Article 5. Alteration in Service Contract

1. It shall be clearly agreed and acknowledged by both parties that Party A reserves the full right to cease some or all parts of Party B's works or services in case that such halt is caused by Party B's negligence, dereliction of duties, or any technical glitches that these may create, and Party A deems such halt of Party B's services or operation unavoidable. In relation to this, Party A's such request for cessation of works may lead to the alteration of this Service Contract.
2. Party A shall notify Party B of such alteration in writing and Party B shall respond to Party A's such notification in writing. Also, it shall be mutually agreed and understood that Party B must respond, reply, or react to Party A's request concerning this matter within 24 hours of the receipt of such request.
3. In case that such alteration in Service Contract is expected to cause a rise in the contract amount specified in this document, both Parties shall enter into the negotiation for the adjustment of the contract amount that shall not exceed Good Industry Practices.

For any alteration in Service Contract that may entail a rise in the contract amount, Party B can only address this issue at Party A's official request and consent. Once both parties enter into negotiation, Party B shall propose the most cost-effective and flexible way to best serve Party A's demands. In this case, it shall be noted that all cost-related matters including but not limited to cost of manpower and deployment of manpower cannot proceed without Party A's final approval.

Article 6. Payment of Service Fee

1. In accordance with the Service Fee that Party B has quoted on financial proposal in Request for Proposal, Party B shall issue an invoice of services provided in prior month to Party A on a monthly basis. Such invoice shall be submitted by 20th of every month along with evidential documents of deployment, including but not limited to headcount, unit price, and area of deployment. Party A shall settle such invoice within 30 days of receipt. However, in case that the amount invoiced by Party B exceeds or is expected to exceed the amount that is one twelfth of the originally quoted on financial proposal, Party B shall inform Party A of such raise in advance for a final approval from Party A. If such raise is not fully verified by Party A, Party A may deny or re-negotiate the service amount in a certain month.
2. Basically, method of payment / charging between two parties is Hybrid model, consists of Cost Plus Model and Comprehensive Model, in which a monthly service fee varies depending on an actual amount of resources / consumables / assets deployed for Facility Management Services in Occupied Area.
3. Cost Plus model means Party B will be reimbursed for expenses incurred, with prior approval of Party A, varying every month at a set unit price per service. Comprehensive model means that payment of services will be made at a fixed amount to Party B every month.

Article 7. Penalty for delay in Service Delivery

1. In case that Party B is not capable of delivering the works / services specified in RFP as scheduled, Party A charges Party B the penalty for such delay. Party B shall not raise any objections to such decision of Party A.
2. Penalty is calculated on basis of days of such delay. Penalty for a single day delay is 0.5% (Zero Point Five Percent) of Contract Amount of the year in which such delivery delay occurs.
3. If the delay in service delivery is caused by Party A or Force Majeure situations stipulated in Article 22 of this contract, the duration of such forced stoppage is not counted for penalty calculation.
4. In case that Party B's accumulate penalty exceeds its Performance Security Deposit amount, Party B shall pay the deficit amount to Party A designated bank account in seven (7) working days.

Article 8. Indemnification & Limitation of Liability

1. In case that any damages, loss, or deterioration are found in the facilities, structures, equipment, apparatus, appliances, or any properties within Occupied Area(Area of Service) before Party B returns them to Party A, Party B shall return such properties / equipment to its original condition at its own expense. A joint survey by Party A and its facility team is to be carried out to evaluate such restoration works.
2. If restoration works that Party B conducts according to the above clause is deemed insufficient by Party A, Party A reserves the full right to request Party B's additional restoration works till the damaged properties have returned to their original conditions.
3. In case that the restoration works does not meet Party A's standards despite Party B's effort of fulfillment of the above clauses, Party A can deduct the additional amount from Party B's Performance Security Deposit and Party B shall not object to such deduction.
4. Party B shall keep Party A indemnified and completely harmless against any loss/damage caused due to violation of this contract.
5. In no event, Party A's aggregate liability under this contract shall exceed the annual contract value.

Article 9. Permits and Licenses

1. Party B shall obtain all necessary permits, licenses, certifications, and reports from the relevant institutions and organizations at least one month prior to the expected starting date of the services at its own cost. Copies of each permit, license, and certification shall be submitted to Party A at least three(3) weeks prior to the starting date of the services.
2. Party B shall be responsible for renewing the above permits, licenses and necessary certifications during the whole contract term.
3. Party B also shall assist Party A to obtain all necessary permits, licenses, certifications, and reports from the relevant institutions and organizations.

Article 10. Operation Days and Hours

1. Operation days and hours are principally determined by both parties reflecting the nature of Facility Management Service at IICC venue. Party A may request Party B to extend or reduce operation hours and to temporarily cease the operation whenever necessary. Party B shall follow Party A's such direction.
2. Party B's delivery of the services at IICC by Party B shall be made 24 / 7 without cessation.
3. Both Parties shall strive to maintain cooperative relationship in good faith to ensure an immaculate delivery of services.

Article 11. Management Regulations for Property and Facilities

1. Party B may use and employ properties and facilities in Party A's possession for carrying out its duties and responsibilities based on Rules and Regulations of Party A.
2. Whenever deemed necessary, Party A may develop and modify management regulations, at which time Party A shall notify Party B of any modifications at an appropriate time designated by Party A.

Article 12. Management of Manpower employed by Party B

1. All manpower that Party B employs or mobilizes for the fulfillment of this contract shall be fully qualified and eligible to work. Qualifications / eligibilities required for each sector of the services must be identified in advance of the initiation of the service delivery. Party A may impose the penalty for Party B's any failure in hiring fully qualified manpower. Party B shall submit the list of manpower with relevant qualifications / credentials to Party A for approval.
2. Party B's workforce shall be able to communicate with Party A personnel in English both orally and in writing. In case that any misunderstanding or communication failure occurs because of this, Party B shall remedy such failure straight away by replacing such person(s).
3. Party B shall conduct a regular drug test to ensure that no personnel on the payroll is under the influence of drugs, narcotics, or any psychotropic substances.
4. Concerning the payment of wages for all manpower / workforce employed by Party B for fulfillment of RFP and this Service Contract, Party B shall indemnify Party A against any overdue or unpaid wages for such personnel under any circumstances. In avoidance of any unclarity, Party B shall prevent any overdue / unpaid wages from happening during the entire contract period. However, in case that Party A must settle such unpaid wages on Party B's behalf, the total amount of such settlement by Party A is to be deducted from Party B's performance deposit. Party B shall indemnify Party A for any financial, civil, and penal obligations as prescribed in related law and ordinance. In addition, even in circumstance that the total amount of Party A's such settlement exceeds Party B's performance deposit, Party B cannot be absolved from financial, civil, and penal duties against Party A.
5. For such indemnification above from Party B to Party A, it will become due and payable to Party A 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.

Article 13. Transfer of Contract

Party B shall not transfer or dispose of any or all the rights and obligations in this contract to any third parties. In case that any attempt to transfer of this contract or seek collaboration with the entities not involved in fulfillment of this contract are found, Party A can immediately terminate this contract by informing Party B of such violation in writing.

Article 14. Amendment

This contract shall not be changed or amended. However, an amendment / change can be made at Party A's exceptional and inevitable request.

Article 15. Termination of Contact

1. Party A may terminate this contract without any notification to Party B for the following reasons.
 - A. Party B does not initiate the delivery of services at its own discretion as mutually agreed in this Service Contract as well as RFP.
 - B. Party B refuses to comply with Party A's request without proper and justifiable reasons.
 - C. When any misbehavior, misconduct, illegal actions such as giving or receiving bribery, or any harmful actions against National Security and public interests are found in Party B's conduct of services.
 - D. Party A judges that Party B's effective fulfillment of the contract is not achievable particularly when Party B's remedies or modifications for Party A's repeated / cumulative requests & warnings are not likely to be successfully made.
 - E. When falsehood, manipulation, or incorrectness is found in the information provided in any bidding documents including but not limited to application form, supporting evidence such as turnover, net worth, discipline / penalization records, or work experience.
 - F. Any of violations of this contracts are detected.
2. In the event of termination of Operating Services Agreement between Party A and IICC Limited(SPV) or on closure/withdrawal of business by Party A in territory of India for any reason whatsoever, any legal effectiveness of this contract shall automatically stand terminated. In such scenario, Party B has no right to raise claim against or appeal to Party A's such decision.
3. Party B also shall agree, acknowledge, and accept that IICC Limited(SPV) with who Party A entered into OSA(Operation Services Agreement) for the overall operation of IICC reserves the right to replace Party A in case that OSA is officially terminated or suspended.

Article 16. Deductions

1. As stated throughout this Service Contact, Party B shall accept that Party A reserves the full right to deduct Performance Security Deposit any amount related to Party B's financial liabilities towards Party A. In addition, even in the event that the total amount deducted by Party A surpasses Party B's Performance Security Deposit, Party B shall be still held responsible for any residual financial damage incurred to Party A.
2. In relation to Clause 1, Article 16 above, when Party A raises an invoice to Party B to claim the payment of any residual / unsettled amount and Party B shall make a payment within 30

(thirty) days of receipt of such invoice. In Party B's settlement and transaction regarding this clause, the amount Party B owes Party A 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.

3. Party B's financial liabilities include, but not limited to, damages, losses, deterioration of properties and facilities in Occupied Area and Penalty for delay in delivery of Services.

Article 17. Addendum

When considered inevitable by Party A, Party A may suggest creating addendums circumstantially to this contract by mutual agreement in order to better manage the Services or to determine specific items not stipulated in this contract. The addendums concluded by both Parties in this case are of the same effectiveness and validity as this contract.

Article 18. Security and Confidentiality

1. Party B shall not use, duplicate, or disclose any information or materials including but not limited to contract papers and any other documents related to this contract without Party A's approval. This clause applies regardless of the time of contract.
2. Party B shall take a full responsibility for any loss or damage occurred by the actions stipulated in above Clause 1 of Article 18.

Article 19. Interpretation of the Contract

1. When cases that are not otherwise stipulated or specified either in this contract or in Party A's related rules and regulations arise or when there is a discrepancy in the interpretation of this contract, both Parties shall reach an agreement in accordance with best industry practices and legitimate statute, and legally applicable acts in India.
2. In case of not reaching the agreement according to clause 1 of Article 19, Party A's interpretation prevails to the extent that does not violate the social notions.

Article 20. Adjustment of Scope or Works

1. As the whole IICC complex is divided largely into two portions, one is Occupied Area and the others are Common / Basement Area which shall be covered by IICC Limited and its Facility Management Representative. Though the division of facility management works between Party A and IICC Limited is clear enough based on documents, when a different interpretation on the division of facility management works arises so that it may affect a smooth fulfillment of duties of both parties, Party A and IICC Limited are to negotiate the scope of works.
2. Party B shall follow and comply with the results of negotiation stated above to reflect them on its execution of service duties and invoicing of service fee towards Party A.
3. In addition, in case that IICC Limited or its legal representative for facility management services requests Party B's cooperation in carrying out certain tasks, as a faithful and responsible facility management representative of Party A, Party B shall strive and prepare to response to such requests under Party A's guidance and direction.



Article 21. Dispute Resolution

1. In the event that disputes arise out of this contract, both Parties agree to resolve them in an amicable manner.
2. When disputes are not settled despite the efforts of both Parties as stated in Clause 1, final arbitration will be undertaken in DIAC(Delhi International Arbitration Centre) in terms of rules thereof and the language of arbitration is English. The seat of Arbitration shall be Delhi. The laws of India shall be applicable and Courts of Delhi shall have exclusive jurisdiction.

Article 22. Force Majeure

1. Force Majeure situations that this Service Contract defines are as follows.
 - A. Act of God, pandemic, epidemic, earthquake, cyclone, extreme flood, volcanic eruption, or catastrophe of the equivalent intensity
 - B. Act of War(whether declared or undeclared), armed conflict or invasion, riot, insurrection, military provocation, terrorism, or nationwide civil sabotage
 - C. Any civil commotion, boycott or political agitation which prevents the ordinary operation of both Party A and Party B for the period exceeding 7 (seven) consecutive days
 - D. Any other disasters / calamities officially declared by Government of India.

Article 23. Right to Audit

Party A reserves the right to conduct audit on Party B, its premises, documents and services including but not limited to status of actual manpower deployment and status of inventory etc. at anytime in relation to the obligations under this contract.

Party A

Party B

(Name of Rep.)

(Name of Rep.)

Signature

Signature

(Name of Company)

(Registered Address)

(Address)



Tel :

Fax :

Witnessed by

(Name of Witness)

Signature

(Name of Company)

Registered Address

Tel.

Fax.

*** ANNEX**

- 1. REQUEST FOR PROPOSAL FOR SELECTING FACILITY MANAGEMENT VENDOR OPERATION AND MAINTENANCE SERVICES AT IICC**
- 2. SET OF GFC (GOOD FOR CONSTRUCTION) DRAWINGS**
 - ARCHITECTURAL DRAWINGS (ALL BUILDINGS)**
 - ICT DRAWING**
 - MEP (MECHANICAL, ELECTRICAL, PLUMBING) DRAWINGS**

*** IICC IS UNDER CONSTRUCTION FOR PHASE I AND ALL LAYOUTS AND EQUIPMENT LIST ARE SUBJECT TO CHANGE ACCORDING TO THE PRE-OPENING DISCUSSIONS BETWEEN KINEXIN AND IICC LIMITED.**