

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

July 2020



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

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

Tender No. : KINEXIN / July 2020

Date : July 06, 2020

Subject : Request for Proposal for selecting catering service provider at IICC(India International Convention & Expo Centre)Operated by KINEXIN Convention Management Pvt. Ltd.

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

Overview of Tender

Participation Fee * Non-Refundable * Bidder must pay GST at 18%	Rs. 30,000/- (Rupees Thirty Thousands) plus 18% GST through bank transfer to KINEXIN Convention Management Pvt. Ltd. * Must be paid one day before the Bid submission date
Bid Security * Bidder must pay GST at 18%	1% of MAG(Minimum Annual Guarantee) of first contract year(Year 1) plus 18% GST through bank transfer to KINEXIN Convention Management Pvt. Ltd.
Bid Submission Starting Date	06 JULY. 2020
Last Date of Queries from Bidder	05 AUGUST. 2020(till 12:00)
Bid Submission End Date * All Document Submission * Bid Security Payment Deadline	05 AUGUST 2020(till 14:00)
Bidders' Presentation	00 August 2020(exact time to be notified individually) * Presentation session is held for only shortlisted bidders * Mode of Presentation will be notified later
Letter of Award	in 30 days from End of Presentation * Result will be posted on IICC Website

* Bank Account : 701000023085 / Shinhan Bank, New Delhi

Beneficiary : KINEXIN Convention Management Pvt. Ltd.

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

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

In case that no bidders are considered either valid or eligible, KINEXIN reserves the right not to confer LOA(Letter of Award) and to repeat the whole tender process. Any bidders shall not appeal to KINEXIN's such decision.

Table of Contents

Disclaimer	3
I. Essential Information for Proposers(Bidders)	4
I. 1 Purpose	4
I. 2 Scope of catering operation on bidding.....	4
I. 3 Qualification & Previous Performance.....	5
I. 4 Bid Security	6
I. 5 Contract Term	6
I. 6 Commencement of Operation	6
I. 7 Minimum Annual Guarantee(MAG) and Commission	7
I. 8 Conclusion of Contract	8
I. 9 Finalization of Contract	8
I. 10 Payment Schedule for MAG, Utility Costs and Security Deposit	9
I. 11 Compliance for The Selected Bidder	9
I. 12 Expense for Bidding	10
I. 13 Amendment, Modification to RFP	10
I. 14 Acquisition of Information Required for Proposal	10
I. 15 Installation and Maintenance of the Operation Facilities	10
I. 16 Operation and Management	11
I. 17 Catering Service at IICC Tenant’s Discretion	12
II. Proposal Submission	12
II. 1 Guidelines on Proposal	12
II. 2 Important Notes	13
II. 3 Component of Technical Proposal.....	13
II. 4 Completion of Bidding Process	15
III. Evaluation and Selection	15
III. 1 Pre-Evaluation Review	15
III. 2 Evaluation	15
III. 3 Evaluation Procedures	15
III. 4 Scoring	16
IV. Termination and Nullification of Tender	16
V. Forms and Attachments	17

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

I. Essential Information for Proposers(Bidder)

1. Purpose

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

2. Scope of catering operation on bidding

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

<Table 1 : Area & Facilities for Catering Operation>

Area		Space (sqm)	Details
Exhibition Hall 1(EH 1)	Area for Catering	28,800	o Hall 1(160m x 180m x 16m)
	Catering Facilities		Kitchen on Basement, GF, 1F
Exhibition Hall 2(EH 2)	Area for Catering	25,600	o Hall 2(160m x 160m x 16m)
	Catering Facilities		Kitchen at EH1 to be used
Convention Centre(B1F)	Area for Catering	1246	o Rm. B101(A) : 623sqm(31m x 19m) o Rm. B101(B) : 623sqm(31m x 19m) * Height : 3.97m * B101(A), B101(B) Combinable
	Convention Centre(GF-1F)	4,066	o Auditorium : 78m x 46m x 22.5m
Convention Centre(2F)		543	o Rm. 201 : 328sqm(14m x 23m) o Rm. 202 : 215sqm(15m x 14m) * Height : 3.82m
	Convention Centre(3F)	1,309	o Rm. 301 : 223sqm(11m x 19m) o Rm. 302 : 310sqm(15m x 19m) o Rm. 303 : 162sqm(11m x 14m) o Rm. 304 : 291sqm(15m x 19m) o Rm. 305 : 323sqm(16m x 19m) * Height : 3.97m
Convention Centre(4F)		885	o Rm. 401 : 148sqm(12m x 11m) o Rm. 402 : 150sqm(12m x 11m) * Rm. 401 and 402 Combinable o Rm. 403 : 134sqm(11m x 11m) o Rm. 404(A) : 178sqm(11m x 15m) o Rm. 404(B) : 178sqm(11m x 15m) * Rm. 404(A) and 404(B) Combinable o Rm. 405 : 97sqm(8m x 11m) * Height : 3.97m

Convention Centre(6F)		3,400	o Grand Ballroom : 83m x 41m x 10m
Convention Centre	Catering Facilities		o Full Kitchen on 5 th floor of CVC
Outdoor Exhibition Area			
Future Development			o Exhibition Hall 3, 4, 5

* Specifications above may vary and are subject to change depending on KINEXIN's internal circumstances without prior notice. (Refer to ANNEX 1 – 5)

* The areas not specified in the table above including but not limited to Designated Space for Restaurant, Retail Shops and any other functions at Exhibition halls and Convention Center are not the Bidder's scope of work. Bidders shall not encroach into such areas and perform any practices that may interfere with the operators of those designated areas.

3. Qualification & Previous Performance

A. Bidders shall satisfy all the requirements below to be qualified as of date of tender

- 1) Bidders must FSSAI certificate and other related credentials for food and beverage operation.
 - 2) Average annual revenue for the last two(2) years must exceed 30 million dollars(USD) AND annual revenue for food and beverage operation must exceed 5 million dollars(USD)
 - 3) Effective 5 star hotel grading issued by Department of Tourism(DoT)
 - 4) Credit Rating level(issued by accredited agencies) above BBB0 in the last financial year
 - 5) Previous capabilities(performance) for the last 2 financial years
 - a. Experience in managing more than 30 banquets attended by more than 500 pax(actual count of person consuming the Foods and Beverages) PER YEAR or
 - b. Experience in managing more than 50 weddings attended by more than 300 pax per each wedding(Actual count of person consuming the Foods and Beverages) PER YEAR
 - c. Experience in managing international events attended by at least 500 pax(actual count of person consuming the Foods and Beverages) in the last 2 fiscal years
- * All cuisines shall be available both in Vegetarian / Non-Vegetarian settings

B. Evidence of qualifications

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

- 1) Copy of FSSAI certificate / related credentials(Notarization is required)
- 2) Financial statement for the last 2 fiscal years duly endorsed by chartered accountant
- 3) Copy of Star-Grading certificate issued by DoT(Department of Tourism)
- 4) Credit Rating Level Certificate(Notarization is required)
- 5) Proof of Performance stated in Article 3. A. 5)
 - a. List of names, organizers and attendees for the events except for wedding
 - b. Officially verifiable documentations for Weddings

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

C. Consortium

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

4. Bid Security

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

5. Contract Term

- A. This contract comes into effect from the time of receipt of the officially signed and sealed contract by both Parties.
- B. Both Parties conclude this contract for the basic and initial term of 7 years. The contract can be renewed twice for an additional maximum term of 6 years each upon agreement in writing by both Parties. When renewing the contract, KINEXIN shall notify the catering service provider of its decision to renew prior to the 15th of May in contract year 7.
- C. Catering service provider shall respond in writing to KINEXIN within 15 days from KINEXIN's notification expressing that Catering Service Provider accepts all the terms and conditions proposed by KINEXIN.
- D. Every contract year ends on 31st of March which is the last day of Indian fiscal year. In case of Contract Year 1, starting date of the contract year is set to COD(Commercial Operation Date, to be officially confirmed and announced by IICC Limited under the Ministry of Commerce and Industry, Government of India. Hereinafter referred to 'COD') whereas the rest of contract years start and end identical to the fiscal year(April 1 to March 31 every year).

6. Commencement of Operation

- A. The starting date of Catering Operations by Selected catering service provider shall be the COD (Commercial Operating Date), which shall be issued by Ministry of Commerce and Industry of India.
- B. Catering Service Provider shall complete all the necessary arrangements for catering operations of the exhibition halls prior to the COD.
- C. Catering Service Provider shall complete all the necessary arrangements and preparations for catering operations of the Convention Centre and other areas prior to the COD.
- D. Since the Area for Catering specified in Table 1, Exhibition Hall 1, Exhibition Hall 2 and Convention Centre are under construction, the exact starting time of Catering Service Provider's catering operations may vary. Aside from the completion of construction work, the COD may affect the initiation of catering operations. Catering Service Provider shall not claim its operating right, extension of the contract, or sue KINEXIN for the any

damages caused by such a delay.

7. Minimum Annual Guarantee(MAG) and Commission

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

Contract Year	Gross Annual Revenue	MAG
Year 1	A	10% of A
Year 2	B	10% of B
Year 3	C	10% of C
Year 4	D	10% of D
Year 5	E	10% of E
Year 6	F	10% of F
Year 7	G	10% of G

- 1) MAG represents 10% of the bidder’s Gross Annual Revenue.
- 2) Estimated Gross Annual Revenue is to be completed by the bidders when participating in the bid.
- 3) MAG rises at a minimum rate of 3% for years 1, 2, and 3, and 5% for years 4, 5, 6, and 7.
If any given year’s MAG is lower than MAG multiplied by the minimum rise percentage, the bidder shall pay the latter to KINEXIN.
- 4) As stipulated in Article 5. Contract Term, Year 1 of the contract starts on COD and ends on 31st of March in the following year.
- 5) When the contract is renewed by both parties in writing, the minimum increase rate for MAG shall be above 5% from Year 8. However, in case that WPI(Whole Price Index) in Year 7(the year right before the renewal) exceeds 5%, such WPI shall be applied instead. Once WPI above 5% is applied, the minimum increase rate for MAG shall exceed such WPI and constantly rise in subsequent years.
- 6) In case that the bidder’s actual gross annual revenue exceeds the expected annual gross revenue that the bidder submitted in the bid, the total amount that the bidder shall pay is as follows:
* $MAG + \{(Actual\ Gross\ Annual\ Revenue - Expected\ Gross\ Annual\ Revenue) \times Commission\ Rate\}$
* Commission Rate is the percentage that the bidder proposes along with the expected gross annual revenue as part of contract.(ATTACHMENT – 3)
- 7) Regarding the method and deadline of the MAG payment, refer to the actual contract.

B. Utility Costs

- 1) The bidder shall pay the cost of all utilities for their entire catering operations including, but not limited to electricity, water, waste management, heating, air-conditioning, etc., to the bank account designated by KINEXIN on the 10th of each month for the duration of the contract period. Utility cost is inclusive of all applicable taxes.
(Related taxes are to be borne by the bidder)
- 2) The official rate of utilities which is determined by the agreement between KINEXIN

and IICC Limited shall be applied.

- 3) Catering service provider, upon conclusion of the contract, shall be responsible for maintaining the optimal condition of the operation area and auxiliary spaces such as kitchen, pantry and any other spaces pertaining to their catering operation. All utility costs incurred by maintaining those areas shall be borne by Catering Service Provider.

C. Additional Charge for Overdue Payment

In the event that the catering service provider fails to fulfill their financial liabilities such as payment of MAG and utility cost without any proper reasons, additional charge shall be imposed on catering service provider. Method and interest rate of additional charge shall be determined by the contract concluded between KINEXIN and Catering Service Provider.

D. Security Deposit

- 1) Bidders shall make a full payment of security deposit which is hundred fifty(150) percent of MAG for Contract Year 1 within 30 days of contract.
- 2) In case that the contract is renewed by both parties, the amount of security deposit that bidder shall pay to KINEXIN is hundred fifty(150) percent of MAG for Contract Year 8 which is the starting year of the renewed contract.
- 3) Security Deposit paid by bidders is interest-free.
- 4) In case that the contract is terminated for any reasons, KINEXIN returns the security deposit to the bidder within 90 days of termination with the proviso that the bidder completely fulfills all duties and obligations stated both in RFP and contract. Unless the bidder successfully executes the articles of RFP and contract, KINEXIN may make some deduction from the bidder's security deposit or request an additional indemnification from the bidder.

8. Conclusion of Contract

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

9. Finalization of Contract

- A. Conclusion of Contract is officially finalized when the selected bidder and KINEXIN sign and seal the contract document after the selected bidder completely pays the amount of

Security Deposit(equivalent to MAG proposed by the bidder) stipulated in Article 7, clause D of this RFP.

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

- A. KINEXIN shall invoice the selected bidder for MAG and other expenses incurred such as utilities costs and other related costs by monthly payment deadline. The selected bidder shall pay one-twelfth of the MAG calculated according to Article 7 of this RFP and all related expenses including but not limited to utilities cost and other costs by the 10th of every month for the entire contract term to KINEXIN's designated back account.
- B. In case of Contract Year 1, the selected bidder shall start to pay to KINEXIN the amount of monthly MAG(one-twelfth of total MAG) in the prorated monthly basis from the date of operation commencement which is identical to COD.

For instance, if COD is confirmed to 1st of September, 2021, the amount that the selected bidder shall pay to KINEXIN in Contract Year 1 is as follows.

- Monthly MAG(one-twelfth of MAG) x 7 months
(Sep. Oct. Nov. Dec. of 2021 and Jan. Feb. Mar. of 2022)

- C. In order to guarantee the selected bidder's financial liabilities including, but not limited to, MAG, commission, utility costs and any other financial duties caused by and stipulated in this RFP and applicable law, the selected bidder shall pay in full to KINEXIN security deposit stipulated in Article 7.D of this RFP within 30 days of the conclusion of the contract.

11. Compliance for The Selected Bidder

- A. The selected bidder shall complete all the procedures for concluding and finalizing the contract with KINEXIN within the period stipulated by this RFP and shall pay the security deposit accordingly. Failure to make a payment of security deposit or to finalize the contract results in the loss of status as the selected bidder and the security deposit paid by the selected bidder belongs to KINEXIN.
- B. Any conditions, terms, articles or clauses of this RFP and related attached materials are considered as effective as the actual contract. Finalized contract and this RFP are complementary and of the same legal effects. Interpretation of any conditions or terms not stipulated or stated in this RFP or contract shall comply with related laws.
- C. Proposals, financial figures or any other materials submitted by the selected bidder shall be considered part of the contract. In addition, in case that KINEXIN requests the selected bidder to submit additional proposals or any other materials, the selected bidder shall make a submission of those documents within three(3) days from KINEXIN's such request. Selected bidder's failure to do so may result in the cancellation of the bidding.
- D. In order to secure the transparency of revenue settlement, the selected bidder(or contracting party) shall equip the operation area with the revenue management system that is operated electronically and shall comply with KINEXIN's request for revenue report at any time.
- E. All financial figures including but not limited to expenses, revenue, MAG and any others

are exclusive of all applicable taxes which shall be borne by the selected bidder.

- F. Contracting party(Selected bidder) shall submit to KINEXIN in seven(7) days the copies of all related credentials, permits and licenses that are required for their catering operation within IICC premise. In addition, contracting party shall be responsible for renewing all credentials, permits and licenses at its own expense during the whole contract term.
- G. KINEXIN, even when the selected bidder is in operation, may request the selected bidder to shift, move or relocate the operation areas, kitchens or any other supporting facilities to gain more efficiency in operation. The selected bidder shall cooperate with such request from KINEXIN.
- H. The selected bidder shall submit CVs(Curriculum Vitae) of participating personnel such as Head of Operation and other key members to KINEXIN before officially finalizing the contract. These CVs shall be included as part of bidder's proposal along with personnel management plan.(Refer to II.3.B)
- I. Contracting party(selected bidder) shall directly operate the catering service and shall not sublet, transfer and hand over any part of the catering service.
- J. In case of significant national events or important international conventions/conferences that may require the transformation, repair or refurbishment of IICC facilities for safety and management purpose, KINEXIN may request the contacting party(selected bidder) to reduce or stop the operation hours and the contracting party(selected bidder) shall comply with KINEXIN's such request without any objections.

12. Expense for Bidding

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

13. Amendment, Modification to RFP

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

14. Acquisition of Information Required for Proposal

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

15. Installation and Maintenance of the Operation Facilities

- A. The selected bidder(contracting party) shall bear all the costs for installation, production

and maintenance of the facilities which are not provided in the area stated in table 1 of Article 2 of this RFP. In addition, the selected bidder may utilize the facilities in possession of KINEXIN but the selected bidder, at its own cost, is obligated to return all the facilities to their original conditions or status on KINEXIN's approval at the time of termination of the contract.

- B. The selected bidder(contracting party), in case of need, shall make out and submit the application for the use of facilities and shall obtain a final approval from KINEXIN before the date of operation commencement stipulated in Article 6 of this RFP.
- C. In case that the selected bidder(contracting party) wishes to install any additional facilities for their operation, the selected bidder shall obtain prior approval from KINEXIN and all the expenses related to that installment shall be borne by the selected bidder. KINEXIN reserved the right to terminate or annul the contract without any prior notice in case that the selected bidder(contracting party) modifies or repair any part of the facilities, equipment or any properties in KINEXIN's possession.
- D. In case that the selected bidder desires to install or set up the facilities in addition to those provided by KINEXIN, the selected bidder shall obtain any related government permit or licenses at its own cost and KINEXIN's approval prior to such installation work.
- E. The selected bidder(contracting party) shall be responsible for timely payment of all the expenses for preparation of interior, equipments and facilities and all related utility costs incurred including but not limited to electricity, gas and heating.

16. Operation and Management

- A. The contracting party shall make out the business plan that enables all the catering customers to use the related facilities conveniently.
- B. Operation hours are determined by both parties well reflecting the nature of catering service at IICC. However, KINEXIN may request the contracting party to reduce the operation hour and to temporarily cease the operation whenever necessary. The contracting party shall comply with KINEXIN's such direction.
- C. In case that the contracting party wishes to adjust the operation hour or to cease the operation , the contracting party shall make a request in writing to KINEXIN in advance to obtain KINEXIN's approval.
- D. Management of basic principles
 - 1) KINEXIN may conduct an annual 'service monitoring' to evaluate the contracting party's fulfillment of the contract. In case that the result of the monitoring does not reach the desired level designated by KINEXIN, KINEXIN may terminate the contract without notice.
 - 2) The contracting Party shall prepare hygienic precautionary plans for any sort of pandemic situations including but not limited to COVID-19 in order to ensure a full compliance with the guidelines of WHO(World Health Organization) and orders or SOP(Standard Operating Procedures) from all related government authorities. KINEXIN reserves the rights to inspect the contracting party's area of operation at any time of the contract period for such compliance. The contracting party shall

immediately respond to KINEXIN's request for modifications after inspection.

- 3) KINEXIN reserves all rights to notify the contracting party of the criteria and standard score of the service monitoring.
- 4) Despite 1) and 2) of this article, KINEXIN may regularly or occasionally conduct the checkup for the operation of catering services. In case of any non-compliance detected, KINEXIN may request the contracting party to make an immediate modifications and the contracting party shall follow such direction of KINEXIN.
- 5) In case that the contracting party wishes to stick any promotional materials to inside or outside of ICC, the contracting party shall submit a request in writing to KINEXIN to obtain prior approval on the size, type, material and content of the materials.
- 6) The contracting party shall regularly conduct the training for its staff to infuse them with the sense of kindness and service. The result of each training session shall be maintained in writing and shall be submitted when requested by KINEXIN.

17. Catering Service at ICC Tenant's discretion

- A. In case that KINEXIN utilizes any part of ICC property during any event tenancy contract period to the third party for the events entailing the catering services, the third party(tenant) may employ the external catering service providers at their discretion. The contracting party shall neither object to the decision of KINEXIN nor request KINEXIN to amend or modify any conditions or articles in this RFP or in the contract

II. Proposal Submission

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

1. Guidelines on Proposal

- A. Proposal shall be prepared in twenty five(25) to one hundred(100) pages(Based on A4 paper).
- B. Proposal shall be made and prepared in English. Any acronyms, abbreviations or any sort of catering industry terminologies in shortened form shall be explained by allocating pages for 'glossary' in proposal'.
- C. Proposal shall contain all the components required in article 3 of this section. Failure to contain any of the components required may result in disadvantages to the proposer.
- D. Proposal shall be prepared in PPT(Powerpoint) format. No particular restriction on the size, type or color of the font. However, the proposer is responsible for any illegibility issue arising from the font.
- E. Any materials which support the content of the main body of the proposal shall be

attached to the back of the proposal.

- F. The language in proposal shall be clear and succinct. The unclear or indefinite expressions in the proposal including but not limited to ‘may’ or ‘probably’ are considered impossible when evaluating the proposal.
- G. The Currency for the proposal shall be Indian National Rupees(INR)
- H. The content and any attached materials shall not be amended or modified unless requested by KINEXIN.
- I. This RFP, together with all proposals and documents provided by the Bidder shall be considered the property of KINEXIN and shall not be returned to the Bidder
- J. Printing and Binding of the proposal
 - 1) Size of the paper for printing : A4(210mm / 297mm) / Should be properly bound
 - 2) Hard Copies : 10 set of copies(Proposal + Attachment)
 - 3) Soft Copies : 3 x USB(Universal Serial Bus) containing all scanned bidding proposal documents

2. Important Notes

- A. Proposal shall be submitted by the representative of the proposing party along with all attachments and supporting documents electronically to KINEXIN. Hard copies of proposals and any other documents shall be submitted upon later request. In case that the submitter is not the representative, the submitter shall provide the document proving that the submitter is officially deputed by the representative for the submission.
- B. Only one proposal shall be submitted if a Party submits more than one proposal, all such proposals shall be disqualified.
- C. KINEXIN reserves the right to request the proposer(Bidder) to make an additional proposal or to submit additional supporting materials. Those submitted by the request of KINEXIN are considered as effective as the proposal and materials already submitted.
- D. Submitted proposal and related materials shall not be returned to the proposer. The proposer shall be responsible all the expenses incurred for making, preparing, printing and binding the proposal.
- E. KINEXIN reserves the right to accept or reject any proposal without giving any explanation.
- F. In case that any part of proposal is found false or turns out to be invalid, KINEXIN may disqualify the proposal from the bidding without notice and may terminate the contract even after the contract is concluded.
- G. KINEXIN may verify any information specified in the Bidder’s response and the Bidder shall extend all cooperation in this regard if requested by KINEXIN.

3. Component of Technical Proposal

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

- A. General Information
 - 1) Company overview(Capital, Annual Revenue, Manpower and etc.) and brief corporate history

- 2) Business Structure and Operation Status
- 3) Corporate Features and Competitive Edges
 - * Corporate revenue and capital must be verified by submitting the documents officially signed by accredited auditor.

B. Proposers(Bidders)' Competences

- 1) Experience in operation of large-scale event and international conferences/conventions
 - a. Portfolio of catering operation for large-scale events and international conferences (Size, feature and specific operation detail of each event)
 - * Proof of previous performance(stated in Article 3. B) shall be submitted.
- 2) Menu for Catering Operation
 - a. Plan for Menu Selection(Indian, Chinese, Western, Wedding Foods and others occasionally requested by clients or organizers)
 - * Menu suggested shall be available both in Vegetarian / Non-Vegetarian
 - b. Method of guaranteeing the prominent quality of F&B on the menu at all times
 - c. Any imageries or pictures wherever needed
- 3) Pricing for Menu
 - a. Pricing for each menu
 - b. Reason for pricing(Menu composition, Ingredients, Targeting certain level of clients, etc.)
- 4) Plan for Marketing
 - a. Detailed strategies for achieving the target revenue and maximizing the revenue
 - b. Mid and long term marketing plan(Quarterly, every year)
 - c. Detailed examples of the proposers' previous major marketing initiative utilizing its assets and any external facilities
- 5) MAG and expected annual Revenue
 - a. MAG(Minimum Annual Guarantee)Amount and Expected Revenue that the proposer generates in each contract year. MAG shall be 10% of expected revenue of the proposer.
 - * This part constitutes the MAG part of the contract.
 - *The Proposer shall propose the MAG and Expected Annual Revenue from contract year 1 to year 7(initial term of contract) as stated in Article 7 of this RFP.
 - *The bidder shall include this in the proposal and also fill in the attachment 3.
- 6) Operation & Management
 - a. Size of total manpower / Ratio of Manpower breakdown (Experienced / Newcomers), (Regular / Part-Timer)
 - * **CV for Head of Operation and other key members shall be submitted**
 - b. Plan for recruiting and management (Including recruitment of personnel with special skills)
 - c. Plan for Quality Control and Managing Service
 - Customer satisfaction / Quality control program that the proposer used or is currently in use.
 - Quality Control or Customer Satisfaction program that the proposer plans to adopt to the catering operation at IICC

- . The details of the program
- . How to receive the customer's opinion and inconvenience and how to resolve customers' grievance

C. Time Schedule

- 1) Time schedule for the entire work by task
(Preferably using Gantt Chart)

4. Completion of Bidding Process

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

* Email for Submission : jmy822@kintex.com

* Address for hard copy submission is to be notified later

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

III. Evaluation and Selection

1. Pre-Evaluation Review

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

2. Evaluation

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

3. Evaluation Procedures

- A. KINEXIN forms an evaluation committee for assessing the proposal. The procedures for evaluation are as follows.
 - 1) Assessment of the proposal

- 2) Assessment of Price Bidding(Attachment 3)
- 3) Selection of Bidder by total score(Proposal + Price Bidding)

*** Presentation session for evaluating the proposals will be held for the shortlisted bidders only**

4. Scoring

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

IV. Termination and Nullification of Tender

1. KINEXIN may terminate or nullify this tender in case that any part of proposal is found false or turns out to be invalid.(II. 2. F)
2. The bidders shall not undertake any change, modification or amendment in any part of this RFP and contract.
3. In the event of termination of Operating Services Agreement between KINEXIN and IICC Limited or on closure/withdrawal of business by KINEXIN in territory of India for any reason whatsoever, any legal effectiveness of this tender shall automatically stand terminated. In such scenario, the bidder has no right to raise claim or dispute against such decision by KINEXIN as well as IICC Limited.
4. In case of any force majeure situations including but not limited to war, local provocation, riot, environmental pollution, or national catastrophe such as earthquake, flooding, and storms or any other disastrous situations deemed as Force Majeure by Government of India or International Organizations, KINEXIN may cease the operation for a relevant period of time or nullify this RFP and terminate the contract accordingly.

V. FORMS and ATTACHMENTS

<Attachment 1 – Application Form>

<u>Application Form for Catering Service</u> <u>at IICC(India International Convention & Expo Centre)</u>		
No.	Category	
1	Name of the Company	
2	Company Address	
3	Telephone Number(Landline)	
4	Mobile Number	
5	Email Address	
6	Website	
7	Business Registration	(Fill in any applicable fields)
	7.(1) Fax Number	
	7.(2) Email Address	
	7.(3) GST Registration Number	
	7.(4) TAN Number	
	7.(5) CIN Number	
	7.(6) Trade License Number	
	7.(7) PAN Card Number	
	7.(8)VAT Registration Number	
8	Contact Executive	
	8.(1) Name	
	8.(2) Designation	
	8.(3) Telephone(Landline / Mobile)	
	8.(4) Email ID	
9	Date of Establishment	
10	Annual Gross Revenue	(Number and Say)
	10.(1) Revenue for 2018 – 2019(INR)	(Number) (Amount in Words)
	10.(2) Revenue for 2019 – 2020(INR)	(Number) (Amount in Words)
11	Annual Revenue on F&B	(Number and Say)
	11.(1) Revenue for 2018 – 2019(INR)	(Number) (Amount in Words)
	11.(2) Revenue for 2019 – 2020(INR)	(Number) (Amount in Words)
12	Income Tax Return of the last three(3) years	
13	Any Other Information	

* Copy of documents proving the figures filled in No. 7, 10, 11, 12 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 food and beverage operation. If any illegality or unlawfulness in my previous operation is found before and after the submission of this application, I accept that this tender shall be automatically nullified by KINEXIN and my company shall be disqualified.

*** Submitter**

Date of Submission :

Name of Company :

Address in full :

Name of Representative : (Signature)

(Company Seal)



KINEXIN Convention Management Private Limited

<Attachment 2 – Memorandum for Proposal Evaluation>

Memorandum for Technical Proposal Evaluation

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

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

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

OO of July, 2020

*** Submitter**

Address :

Name of Company :

Name of Representative : (Signature)

(Company Seal)



KINEXIN Convention Management Private Limited

<Attachment 3 – Financial Proposal(Price Bidding)>

Financial Proposal

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

Expected Gross Annual Revenue and MAG(Minimum Annual Guarantee)

Contract Year	Expected Gross Annual Revenue (INR)	MAG(INR)
Year 1	(Number) (Amount in Words)	(Number) (Amount in Words)
Year 2	(Number) (Amount in Words)	(Number) (Amount in Words)
Year 3	(Number) (Amount in Words)	(Number) (Amount in Words)
Year 4	(Number) (Amount in Words)	(Number) (Amount in Words)
Year 5	(Number) (Amount in Words)	(Number) (Amount in Words)
Year 6	(Number) (Amount in Words)	(Number) (Amount in Words)
Year 7	(Number) (Amount in Words)	(Number) (Amount in Words)

* For example, **One hundred fifty thousand Rupees(Words) for 1,50,000 INR(Number)**

* As stated in I. 7. A of this RFP, MAG represents 10% of expected annual gross revenue.

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

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

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

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

2. LAYOUT OF EXHIBITION HALL 2

3. LAYOUT OF CONVENTION CENTER

4. LAYOUT OF KITCHEN AT EXHIBITION HALL 1 & EQUIPMENT LIST

5. LAYOUT OF KITCHEN AT CONVENTION CENTER & EQUIPMENT LIST

*** All KITCHENS AT EXHIBITION HALL 1 AND KITCHENS ON 5TH AND 6TH**

FLOOR OF CONVENTION CENTER ARE TO BE USED BY CATERING

OPERATOR. CAFETERIA KITCHEN ON BASEMENT AND THE KITCHEN

ON SECOND FLOOR OF CONVENTION CENTRE SHALL NOT BE USED BY

CATERING OPERATOR EXCEPT WHEN SOLICITED BY THE ORDERING

COMPANY.

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