



**Service Contract for Catering Providers
at IICC(India International Convention & Expo Centre)
Operated by KINEXIN Convention Management
Private Limited**

July 2020



KINEXIN Convention Management Private Limited



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Convention Management Private Limited**

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 contract for the operation of catering service within the premise of India International Convention & Expo Centre (IICC).

Article 1. Purpose

This contract concluded between Party A and Party B pertains to Party B’s right to operate catering service including, but not limited to, selling and supplying food and beverages within the IICC premises. The primary purpose of this contract is to pursue mutual benefit by offering the highest quality catering services with the best possible prices to Party A’s clients.

Article 2. Definitions

Specific terms referred to in this contract are defined, or otherwise differently defined in this contract, as follows:

1. “Catering Operation” is defined as follows:
 - A. The act of supplying and selling any food or beverages in the area specified in Article 3.1 of this contract after producing, processing, heating, chilling or any other actions related to cooking by utilizing the facilities also specified in Article 3.1 of this contract.
 - B. The act of supplying and selling any food or beverages by utilizing the facilities described in Article 3.1 of this contract in areas other than the one specified in Article 3.1
 - C. The act stated in A. of this article for any other events that entail the catering services of all kinds performed within the authorized area.
2. “Revenue” is defined as the total amount that Party B generates via the Catering Operations as stated in Article 2.1. Revenue refers to the amount excluding all applicable taxes or related public expenses.

Article 3. Operation Area

1. Party A shall provide Party B with the facilities stated in the table below for Party B’s operations defined in clause 2 and 3 of this article. However, the specifications including the size may vary without prior notice depending on Party A’s circumstances, at which time Party B shall not object to such changes and/or variation.

<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		
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 Kitchen on 5 th floor of CVC
Outdoor Exhibition Area			
Future Development			o Exhibition Hall 3, 4, 5

* The above specifications may vary depending on Party A's internal circumstances without prior notice(Refer to ANNEX 1 to 5)

* Size of conference rooms and exhibition halls are in meters without decimal points.

* The areas not specified in the table above including but not limited to Designated Space for Restaurant, Retail Shops and any other functions are not the Party B's scope of work. Party B shall not encroach into such areas and perform any practices that may interfere with the operators of those designated areas except when such activities are solicited by Party A.

- Area for catering shall be utilized preferentially for Party A's sales of exhibitions and conference space. Party B may utilize the area in Table 1 which is not in the use of Party A

for their catering operations after obtaining Party A's approval for the purpose, time and space. In order to improve the catering sales, Party B shall officially check Party A's venue booking status from time to time. Information that Party B shall check includes the available dates and spaces confirmed by CEO of Party A.

3. Party B shall utilize the aforementioned catering facilities and area for catering solely for the purpose of performing their catering operations.
4. Party B shall reserve the facilities above by making prior reservation to Party A. Such reservation is only valid when approved by Party A in writing. Any notification of reservation to the tenants or organizers without CEO of Party A's approval is invalid. Any non-communication by Party A shall not give rise to presumption of any such approval.
5. All conference facilities in Table 1 above except for the Grand Ballroom and Auditorium may be utilized free of charge. Nevertheless, Party A may charge a rental fee to Party B according to the nature of the function. For the rental of those facilities, R&R(Rule and Regulations) for IICC venue developed by Party A shall be applied.

Article 4. Contract Term

1. This contract comes into effect from the time of receipt of the officially signed and sealed contract by Party A.
2. 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, Party A shall notify Party B of its decision to renew prior to the 15th of May in contract year 7.
3. Party B shall respond in writing to Party A within 15 days from Party A's notification expressing that Party B accepts all the terms and conditions proposed by Party A.
4. 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).

Article 5. Preparation for Catering Operations

1. The starting date of Catering Operations by Party B shall be the final/confirmed and official COD, which shall be issued by IICC Limited under the Ministry of Commerce and Industry of India.
2. Party B shall complete all the necessary arrangements for catering operations of the exhibition halls prior to the COD.
3. Party B shall complete all the necessary arrangements and preparations for catering operations of the Convention Centre and other areas prior to the COD.
4. 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 Party B's catering operations may vary. Aside from the completion of construction work, the COD may affect the initiation of catering operations. Party B shall not claim its operating right, extension of



the contract, or sue Party A for the any damages caused by such a delay.

5. Facilities to be used for Party B's catering operations are limited to those stated in Table 1 which are expected to be installed during Phase I of construction. Facilities for Party B's operation are subject to changes during the pre-COD period discussion between Party A and IICC Limited.

Article 6. Security Deposit

1. In order to guarantee Party B's financial liabilities including, but not limited to, commission, office space rental, utility costs, conference room rental and any other financial duties caused by and stipulated in this contract and applicable laws, Party B shall pay to Party A the security deposit in full within 30 days of the conclusion of the contract.
2. In the case that Party B fails to pay the security deposit as stipulated in Clause 1 of this article, this contract is automatically breached and annulled.
3. The security deposit paid by Party B is interest-free.
4. In case that the contract is terminated for any reasons, Party A returns the security deposit to Party B within 90 days of termination with the proviso that the bidder completely fulfills all duties and obligations stated both in RFP and contract. Unless Party B successfully executes the articles of RFP and contract, Party A may make some deduction from the Party B's security deposit or request an additional indemnification from Party B.
5. When Party A needs to deduct any funds from Party B's security deposit, Party A shall preliminarily inform Party A in writing.

Article 7. Minimum Annual Guarantee (MAG) and Commission

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

Contract Year	Expected Gross Annual Revenue	MAG
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

- A. MAG represents 10% of Party B's Expected Gross Annual Revenue.
- B. Estimated Gross Annual Revenue is to be completed by Party B when participating in the bid.
- C. 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, Party B shall pay the latter to Party A.
- D. As stipulated in Article 4. Contract Term, Year 1 of the contract starts on COD and ends on 31st of March in the following year.

- E. 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. Once WPI above 5% is applied, the minimum increase rate for MAG shall exceed such WPI and constantly rise in subsequent years.
- F. In case that Party B's actual gross annual revenue exceeds the expected annual gross revenue that Party B submitted in the bid, the total amount that Party B shall pay shall be as follows:
- * $MAG + \{(Actual\ Gross\ Annual\ Revenue - Expected\ Gross\ Annual\ Revenue) \times *Commission\ Rate\}$
 - * Expected Gross Annual revenue in this formula shall not be based on Party B's projection or expectation but shall be the figures which are identical to ones submitted in Financial Proposal.
 - * Commission Rate is the percentage that Party B proposes along with the estimated gross annual revenue as part of contract.
2. Party A shall invoice Party B for MAG and other expenses incurred such as utilities costs and other related costs by the monthly payment deadline. Party B shall pay one-twelfth of the MAG calculated in Clause 1 of this article 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 Party A's designated bank account. Party B shall submit a monthly statement of revenue and expense as evidence, which shall be validated by a globally accredited accounting firm approved by Party A.
3. In case of Contract Year 1, Party B 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 vendor 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)
4. In the event that Party B fails to make payment of all related expenses including but not limited to MAG, utilities cost, and others by the designated deadline for more than three (3) months, Party A may terminate this contract at its discretion.
5. Amounts stated in this article are exclusive of all applicable taxes or expenses incurred by related rules and regulations of related government authorities.

Article 8. Support Facilities

1. Area of support facilities for catering operations including but not limited to the kitchen, storage, office space, etc., can be expanded or reduced by the official consent of Party A.

Article 9. Utility Cost

1. Party B shall pay the cost of utilities for use of the kitchen for their catering operations including, but not limited to electricity, water, waste management, heating, air-conditioning, etc., to the bank account designated by Party A 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 Party B)

2. The official rate of utilities which is determined by the agreement between Party A and ICC Limited shall be officially applied.

Article 10. Adjustment of Rental and Utility Cost

1. In the following situations, both Parties may adjust the rental or utility cost by mutual agreement in writing during the initial or renewed term of the contract stipulated in Article 4 of this contract.
 - A. When public charges/taxes or insurance fee increase considerably
 - B. In the event of a radical change in inflation rate, internal and external economic situations, or other circumstances that Party A considers relevant.

Article 11. Permits and Licenses

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

Article 12. Catering Operations Outside of ICC

1. In case that Party B performs catering operations using catering facilities in areas other than those specified in Table 1 of Article 3, Party A's prior approval shall be obtained.
2. Party B shall agree to share with Party A the revenue generated by performing the operation stated in clause 1 of Article 12 according to terms and conditions of the contact with Party A.

Article 13. Revenue Report and Verification

1. Party B shall manage and keep a record of revenue electronically. Any data from a handwritten account or revenue records kept in a manual manner will neither be accepted nor verified. Electronic data records shall be available for review by Party A upon request.
2. Party B shall keep and manage the record of revenue generated and actual funds received separately.
3. Party B shall report the revenue status to Party A prior to 10th of every month during the contact term and submit any additional supporting materials requested by Party A.
4. Party A reserves the right to request verifiable evidence of revenue status submitted by Party B, and Party B shall submit the evidence immediately.
5. In case that the accurate revenue data is not obtained due to an electronic system error, Party A reserves the right to request verifiable evidence from Party B.
6. All financial data submitted by Party B shall be audited by the accredited financial firm designated by Party A, with the expenses for such a financial audit to be borne by Party B.
7. For the sake of transparency and accuracy, Party A may conduct a financial audit on a

regular basis. When deemed necessary, Party A may conduct a special audit regardless of the period. Party B shall not object to such audits and shall submit any requested materials without delay.

Article 14. Operation Days and Hours

1. Operation days and hours are principally determined by both parties reflecting the nature of catering 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. Catering operation at IICC by Party B is basically made without cessation. However, in case that Party B wishes to adjust or cease the operation days or hours under any reasonable circumstances, Party B shall make a request in writing to obtain Party A's approval.
3. Party B shall confer and discuss with Party A in advance regarding the methodology and guidance for catering operations and catering event marketing for IICC venue, while Party B shall consider and reflect any of Party A's opinion on said methodology and guidance.
4. Both Parties shall strive to maintain cooperative relationship in good faith to ensure the appropriate level of treatment of customers and a seamless reservation process.

Article 15. Use of Equipments

1. When Party B wishes to utilize equipments or facilities in Party A's possession, Party B shall submit a request in writing to Party A for approval. In addition, a request in writing is required when Party A wants to utilize the aforementioned equipments or facilities somewhere other than IICC.
2. In the event that equipments or facilities are rented or moved following the submission of the appropriate application by Party B, a separate contract between both Parties shall be regarded as concluded. According to the Rules and Regulations (R&R) for Exhibition Halls and Convention Centre at IICC, Party B shall make an immediate payment for the rental of this equipments or facilities.
3. Audio-visual equipments in the possession of Party A cannot be employed or used for any other purpose other than regular / official events. Party B shall source equipments or facilities on its own for events requiring entertainment or amusement under Party A's supervision.
4. In the event that Party B wishes to install additional equipments (audio, lighting, temporary structures, etc.), Party B shall hire a vendor designated by Party A. However, when Party B is not able to hire a Party A's designated vendor due to inevitable circumstances including the nature of event, Party B shall obtain Party A's prior approval in such exceptional cases.
5. In case of clause No. 4 above, if any damage occurs to IICC venue during or after such installation, Party B shall report to Party A without any delay and shall restore the damaged properties to their original conditions at Party B's own costs and risks.

Article 16. Adjustment of Rental Cost

1. Party A reserves the sole right to adjust the price, cost, or rental stated in Rules and Regulations of IICC reflecting any related indices including WPI and consumer price index, and Party B shall conform to this adjustment. In case of any changes, Party A shall notify

Party B in advance.

Article 17. Management Regulations for Property and Facilities

1. Party B may use and employ property and facilities in Party A's possession for its catering operations. Party B has an obligation to comply with the management regulations for such properties and facilities, which are separately established by Party A.
2. Party B shall faithfully operate and manage such property and facilities and shall not employ or use them for purposes other than catering operations.
3. When deemed necessary, Party A may modify management regulations, at which time Party A shall notify Party B of any modifications as soon as possible.

Article 18. Bilateral Cooperation for Catering Operation Promotion

1. Both Parties shall cooperate with each other with the goal of increasing mutual profit by marketing and promoting catering operations performed within IICC.
2. Party B shall not transfer to or share with any other third parties including but not limited to Party B's headquarters, regional offices or other hotels any of event inquiries or sales leads that Party B obtains either accidentally or as part of catering operation.

Article 19. Determination of Menu and Pricing

1. In order to improve the internal and external reputation of IICC regarding catering operations, Party B shall develop the menu and pricing in discussion with Party A prior to launching catering services.
2. Party B shall be capable of offering the following cuisines:
 - A. Indian, Chinese, Western, and food appropriate for weddings, as well as other cuisines requested by clients or organizers
 - B. The menus for each of the aforementioned cuisines shall be available in both vegetarian and non-vegetarian with the best possible prices.

Article 20. Management of Human Resources

1. Party B shall appoint a person on a full-time basis to be in charge of the entire catering operation and station him/her at IICC. Party B shall notify Party A of the hiring of this employee as well as when a new employee is hired in this role. Party B shall notify Party A of contract details including telephone number as well as Email ID of such person.
2. Party B shall not request any fees from Party A for employee training. Party B shall submit its employment/staffing plan and obtain Party A's approval prior to signing a contract with clients.
3. Party B shall strive to prevent the deterioration of service quality and/or incidents caused by insufficient human resources. In particular, Party B shall maintain a supply of human resources which can accommodate mega-scale functions and banquets all year round.
4. Party B shall do its utmost to prevent labor-management disputes in order to ensure service quality and continuous catering operations.
5. Party B shall provide training for its employees at least twice a year in order to maintain

proper service quality and keep a record of such training which shall be immediately shared with Party when requested. In addition, Party B shall conduct a professional training for temporary service workers before every event entailing catering operation.

6. Party A may allocate a conference room accommodating up to 100 people for training sessions for Party B employees free of charge depending on the availability. Party B shall submit to Party A for approval an application for occupancy at least 7 days prior to its desired date for training. Party B shall be responsible for maintaining the space before and after use at its own expense.
7. In the event that Party B utilizes the space offered free of charge by Party A for a purpose other than employee training, Party B shall bear the rental cost of the conference room.
8. Party B shall conduct background verification for all its employees/personnel working at IICC and provide the concerned reports to Party A upon request. Further Party A may conduct independent background verification for such employees and personnel, for which Party B shall extend prompt cooperation in terms of supply of relevant information. In case Party A deems result of background verification unsatisfactory for any person, Party B shall remove such person immediately from IICC premises and bring a replacement immediately without charging any additional cost to Party A towards this.
9. Party A may conduct drug test at anytime without any prior notice for any employee/personnel of Party B working in the premises of IICC. Failure in such test shall cause immediate removal of such person from IICC premises. Upon such instance Party B shall cause replacement of such person at no additional cost to Party A.
10. No employee/personnel of Party B shall be under the influence of alcohol on duty at IICC premises or any other place for purposes in connection to this agreement. Party A may conduct alcohol test at anytime without any prior notice for any employee/personnel of Party B. Failure in such test shall cause immediate removal of such person from IICC premises. Upon such instance Party B shall cause replacement of such person at no additional cost to Party A.
11. All employees/personnel of Party B shall have the requisite work permit or authorization to work.
12. Party B shall not employ any child or legally under-working age labor.
13. Party B shall adopt robust policies for prevention and prohibition of sexual abuse and exploitation.
14. Party A may be shall be well within its right to request for of change any employee/personnel of Party B without assigning any reason whatsoever. In such a case Party B shall make such replacement immediately at no cost to Party A.

Article 21. Maintaining Quality and Service

1. Party B has an obligation to maintain the taste and quality of the food and beverages it prepares to a high and hygienic standard.
2. Party B 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. Party A reserves the rights to inspect the Party B's area of operation at any time of the contract period for such compliance. Party B



shall immediately respond to Party A's request for modifications after inspection.

3. Party B shall strive to earn a good reputation from local and international customers by providing them with the service which is commensurate to that of a five-star hotel or above.
4. Party B shall handle customer complaints, grievances, or damages related to/caused by the food and beverages it offers at its own expense, and take full responsibility thereof. Party B shall exempt Party A from any sort of responsibilities.
5. Both Parties shall cooperate with each other to accomplish the mutual objectives of activating catering operations and improving service quality. When any hindrances or problems related to this end are detected, both Parties shall agree to take appropriate action to resolve them.
6. Party A reserves the right to require a minimum quality of production, cooking, and serving of the food and beverage offered by Party B. Party B shall meet the requirements of Party A.
7. In order to assess or improve the quality of catering service, Party A may consult an external expert or designate a person to monitor quality, and ultimately request Party B to rectify or improve its catering operations. In case that Party B shall follow such directions by Party A, Party B shall immediately take appropriate actions and report to Party A in writing.
8. Party A may conduct a review of operations and quality improvement on a regular basis or at its discretion. In case that any problems are identified, Party B shall make sufficient corrections within the period of time designated by Party A and submit a report of said corrections to Party A in writing.

Article 22. Alteration to Property and Facilities

1. Party B shall obtain prior approval from Party A in order to perform the following activities within IICC and subsequently cover all related costs including the cost for a full restoration to its original status when Party B vacates the operation area after termination of this contract or within 30 days from Party A's request for restoration. When Party B performs any of the following activities, Party A may designate a person to supervise and monitor the process in order to secure adherence to the regulations and structural integrity of its facilities.
 - A. Attachment or alteration to the interior, partitions and advertisement.
 - B. Building, adding, moving, or alteration of facilities including electricity, telephone, water supply, gas, and kitchen equipment other than those which already exist.
 - C. Bringing in, installing, or repairing the vault with any heavy materials
 - D. Installing facilities or property other than those installed by Party A
 - E. Installing of advertisements inside and outside of IICC or attaching advertisements to designated areas.
 - F. Any other actions or activities that may cause problems related to operations and maintenance of designated areas, or that may incur a considerable amount of expense to restore any changed areas to their original status.
2. As stipulated in clause 1 of this article, Party B shall renounce their right to claim repayment of any of their expense and their right to claim the purchase of any of their attachments to IICC operation area. All area of operation for catering shall be restored to its initial condition at Party B's risk and expense when vacating the area
3. In case that Party B fails to fulfill the duties stated in Clause 2 here or restore any damages to



the level of Party A's satisfaction, Party A may deduct the expenses for restoration from the security deposit paid by Party B.

4. Party B shall bear all taxes and utilities costs including but not limited to acquisition tax and property tax incurred by the activities stated in Clause 1 of this article.

Article 23. Management of Other Facilities and Property

1. Party B shall fulfill its duties as a faithful operator by appointing one (1) person to be responsible for managing Party A's properties and liaising with Party A. Party B has an obligation to repair, maintain, and manage the facilities and property provided by Party A.
2. Party B shall be responsible for repairing, replacing, and maintaining the facilities, property, and installations owned by Party A except those damaged by the fault or intention of Party A.
3. Party B shall maintain the hygiene and cleanliness of all facilities, property, installations, equipment, etc., owned by Party A and shall report to Party A the management status at least once a year.
4. Party B shall conform to the requests by Party A for site inspection regarding the proper management of IICC facilities and, in case any damages or defects are found during the site inspection, Party B shall repair them by the deadline designated by Party A. In areas jointly occupied or used by both parties, responsibility for maintenance and repairs shall lie with both parties.
5. Party B shall notify Party A of any losses, damage, and the management status of facilities annually, while both Parties shall conduct an annual joint inspection. When deemed necessary, Party A may conduct the inspection at its own discretion.
6. Through prior agreement with Party A, Party B may alter, change, or install other facilities in its area of responsibility at its own expense, with Party B to be held responsible for repairing, maintaining, and managing those facilities.
7. In the event that Party A repairs, alters, and/or maintains structures and facilities within IICC, Party A shall first discuss this work with Party B and be responsible for the expense incurred.
8. When a representative of Party A needs to visit Party B's operating area for the purpose of managing facilities or for any other professional purpose, Party B shall ensure Party A's free entry into the area at any time upon Party A's requests.

Article 24. Management of Party B's Operation Area

1. Party B shall be responsible for the timely management, cleaning and maintenance of its operation area at its own expense.
2. Party B shall notify Party A of any damages to facilities, installations, equipment, and property not only in its operation area, but also in other areas within IICC. Party B shall be responsible for repairing the damages and restoring them to their original condition within 7 days.
3. In the event that Party B wishes to attach any advertisements within or outside of Party B's operation area, as well as in other areas within IICC, Party B shall obtain Party A's prior approval and all applicable permits. Despite prior approval from Party A, Party B shall be responsible for handling any administrative or corrective orders from related authorities and

institutions at its own expense and shall exempt Party A from administrative responsibility. Party B reserves no right to claim Party A's responsibility due to Party A's prior approval for the advertisements.

Article 25. Operational Incidents and Losses

1. Party B shall only use good quality ingredients and materials for food prepared for its catering operations and shall not use ingredients or materials that are stale, rotten, unhygienic, or expired.
2. Party B shall be responsible for compensating all customers for incidents and damages caused by its cooking, production, processing, and supply of food and beverages, and shall exempt Party A from any and all responsibilities.
3. In the event that Party B is partially or wholly prohibited from business operations by related authorities, or if any loss or damage is inflicted on Party A or any third party by incidents related to Party B's catering operations, Party B shall be responsible for compensating the related parties for those damages.
4. Party A is exempt from any responsibility when damage or loss is inflicted on Party A in the following cases. Party B shall not request Party A to compensate for any loss or damage arising out of any of these situations.
 - A. Force majeure situations including but not limited to war, local provocation, riot, environmental pollution, or natural catastrophe such as earthquake, flooding, and storms or any other disastrous situations deemed as Force Majeure by Government of India or International Organizations;
 - B. In case of blackout or power outage caused by the central electricity agency;
 - C. In case of blackout or power outage caused by urgent electrical inspection or electrical work performed by Party A or central electricity agency.

Article 26. Insurance

1. Party B, in the name of Party B as an insurant, shall be insured to cover all risks in respects of all facilities, products, claims and property against all incidents including but not limited to fire and theft among others. Such insurance shall be maintained at all times during the period of this contract. Such insurance policies must be renewed at least thirty(30) days prior to expiration. All expenses related to this insurance shall be borne by Party B. Party B shall submit a copy of the relevant insurance policy to Party A within 15 days of entering into this contract.
2. Party B shall cover all possible risks as the catering service provider in consideration of all responsibilities specified in this contract as well as RFP.
3. Party B shall provide and thereafter maintain all appropriate workmen's compensation and liability insurance, or its equivalent, with respect to its employees to cover claims for death, bodily injury or damage to property arising from the execution of this contract.
4. Party B shall also provide and thereafter maintain liability insurance to an adequate amount to cover third party claims for death or bodily injury, or loss of or in connection with the provisions of work under this contract or the operation of any transport or other equipment



owned and leased by Party B or its employees or personnel performing the services in connection with this contract.

5. The insurance policies under this Article shall include a waiver of the subrogation rights as against KINEXIN.
6. Party B shall submit the copy of insurance policy(or policies) to Party A up to two(2) weeks prior to COD.

Article 27. Protection of Property

1. Party A may post or hire security personnel in order to protect the facilities in communal areas such as the lobby, corridor, and/or other areas.
2. Party B shall be solely responsible for the proper management of property or facilities in their possession. Party A shall not be responsible for any damage or loss unless Party B proves that the damage or loss is caused by Party A.

Article 28. Restrictions

1. Party A shall not transfer or hand over Party B's catering operation rights to any third party except in the cases which are stated and specified as exceptions.
2. Party B shall neither change operation hours nor decide to cease operations without prior agreement with Party A.
3. Party B shall not bring in, store, or hoard any harmful, hazardous, or malodorous materials or those which may cause excessive noise or public nuisance in its operation area.
4. Party B shall perform catering operations on its own and shall neither transfer nor hand over all or part of its catering operations by affiliation or subletting.

Article 29. Transfer of Contract

1. Party B shall not transfer or dispose of any or all the rights and obligations in this contract through the act of donating, selling, or mortgaging without the consent of Party A in writing.

Article 30. Amendment

1. This contract shall not be changed or amended unless agreed upon in writing and duly signed by both Parties.

Article 31. Termination of Contact

1. Party A may terminate this contract without any notification to Party B for the following reasons.
 - A. Party B fails to pay Party A any fees including but not limited to any required MAG, rental, and/or utility costs by the designated deadline for more than thirty(30) days in a row.
 - B. Party B transfers or disposes of all or some part of the rights or obligations of this contact to a third party without Party A's prior consent
 - C. Party B performs catering operations not in the specified area but by affiliation or subletting

- D. Party B fails to complete the rectification or correction to Party A's requests after service monitoring by the time designated by Party A.
 - E. Party B ceases or begins an intentional slowdown of all or some part of operations without reasonable cause for more than seven (7) days.
 - F. Party B undergoes rehabilitation, bankruptcy, or workout procedures.
 - G. Party A concludes that Party B cannot fulfill this contract due to bankruptcy.
 - H. Party B does not complete corrections to any violations of this contract or any other related laws within two (2) weeks following Party A's request for correction. (However, in case that Party B's violations are not corrective, Party A may terminate this contract without any particular further request for correction.)
2. In the event of termination of Operating Services Agreement between Party A and IICC Limited 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. In case that COD(Commercial Operation Date) is not issued from IICC Limited under Government of India(GoI) within 2 years of the date of signing of this contract, this contract is automatically terminated and all legal effects of this contract become void.

Article 32. Penalties

1. In case that this contract is terminated as accorded in Article 31 or becomes void due to the fault of Party B, 10% of Party B's security deposit shall be paid to Party A as penalty.
2. In case that the accumulated amount of deficiencies caused by Party B exceeds Party B's security deposit, Party B shall pay to Party A in seven (7) days the deficiency between Party B's security deposit and the total amount payable to Party A.

Article 33. Deductions

1. In the event that Party B fails to pay Party A fees including but not limited to license fees, utility costs, conference room rental, etc., by the time designated by Party A, Party A may deduct this amount from the security deposit. This deduction may offset any of Party A's financial liabilities towards Party B.
2. In case that the accumulated amount of deficiencies caused by Party B exceeds Party B's security deposit, Party B shall pay to Party A in seven (7) days the deficiency between Party B's security deposit and the total amount payable to Party A.

Article 34. Return of Properties and Equipments / Operation Area

1. When this contract ends or is terminated, Party B shall complete the following procedures and return the operation area to Party A within 10 days of termination.
 - A. Return all property to Party A to the place designated by Party A.
 - B. Clear the area of all of Party B's property and assets.
 - C. Remove all advertisements or materials stuck to the operation area and tear down any temporary structures, interiors, partitions, or installations.
 - D. After completing the procedure A, B and C of Article 34, Party B shall restore all

properties to their original conditions at its own costs within the time frame to be informed by Party A

2. In case Party B fails to fulfill any of the procedures stated in Clause 1, Party B shall pay Party A compensation of deferment equivalent to five-thousandths of the security deposit per day.
3. Party B shall not claim any rights or demand Party A's compensation for expenses paid by Party B paid for property or facilities specified in Clause 1.

Article 35. Property Removal

1. In case that Party B fails to vacate the operation area by returning the facilities, property, or any articles to Party A by the time designated by Party A, Party A may dispose of those articles at Party A's discretion in accordance with Article 36 of this contract. Party B shall not request any compensation from Party A for any damage or losses as a result.

Article 36. Party A's Disposal

1. Party B shall not be exempted from any obligations or duties on account that Party B's representative or statutory representative is lost or absent. When this contract is terminated in Party B's absence, Party A may shift or dispose of Party B's property at Party A's discretion.
2. In case that Party B fails to fulfill the duties to a full extent so that the Party B's articles or properties are not cleared or disposed of, Party A reserves a right to auction off those properties by the auction procedures determined by Party A. Party B shall not request Party A to compensate for any damage or loss caused by this case.
3. Regarding the auction and disposal according to clause 2, Party A reserves the first right to be indemnified by Party B for any overdue amount or amount in default including transporting, storing and selling of those properties. Party B shall not request Party A to compensate for any damage of loss out of this case.

Article 37. Special Conditions

1. In certain cases, Party A, even during the contract period, may request Party B to move, shift, or dispose of Party B's property for the efficiency of IICC operations, and Party B shall cooperate with Party A when such requests are made.
2. Party A may request that Party B reduce or cease operations or adjust operations to enable Party A to perform safety checks, refurbishment, or maintenance of IICC for important international conferences or conventions. Party B shall comply with such a request from Party A without any expectation of compensation.
3. In case that Party A utilizes any part of IICC property to organizers for events entailing F&B services at which it is deemed inevitable that external catering is required to meet the demands and requirements of the organizers, Party A may hire external catering services at its discretion. Party A or Party A via organizers may notify Party B of such decision in advance. In addition, under particular circumstances including but not limited to the operation of Capsule Hotel within IICC premise or on the occasions that Party A deems necessary to its operation, Party A may hire external catering services for those special



operations. Party B shall not raise dispute against such decision of Party A

4. Externally procured catering services hired on a temporary basis as accorded in Clause 3 of this article shall submit all related documents including any necessary permits and licenses required for its catering operations to Party A. In addition, the external catering service vendor may pay to Party A all the expenses including but not limited to commissions, utilities costs, and O & M expenses prior to starting catering operations.
5. Party B shall neither object to the decision of Party A nor request Party A to amend or modify any conditions or articles of this contract.

Article 38. Overdue Interest

1. In the event that Party B fails to fulfill its financial liability towards Party A by the agreed deadline, Party B shall pay Party A the outstanding amount along to which a monthly interest rate of 1.5% (to be calculated on a prorated daily basis) shall be applied until the date of full payment. When the amount that Party B paid does not reach the sum of the outstanding amount including interest, priority for payment shall be placed on the overdue interest.
2. In case that the deduction from Party B's security deposit is made for late payment of commission, MAG, utilities cost or any arrears charge, Party B shall make up the deficit within 10 days of the date on which deduction occurs.

Article 39. Priority in Payment of All Expenses

1. Party B shall pay expenses in the following order: arrears charge, utilities cost, commission, compensation, and security deposit.

Article 40. Addendum

1. When considered necessary by Party A, both Parties can make addendums to this contract by mutual agreement in order to better manage the catering business 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 41. Partial Annulment

1. Despite some part of this contract being deemed invalid or unenforceable, the other articles of this contract remains valid, effective, and enforceable.

Article 42. Fiduciary Duties

1. Party B shall utilize common areas attached to its operation area such as stairs, elevators, escalators, and corridors with the other tenants, thus fulfilling its fiduciary duties.
2. Party B shall restore all the properties to the venue's original conditions on any damage incurred to the venue by its fault during Party B's operation, which shall be undertaken immediately under Party A's supervision.

Article 43. 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 full responsibility for any loss or damage occurred by the actions stipulated in Clause 1.

Article 44. Indemnification

1. In the event that Party B or any employee from Party B, either deliberately or unintentionally, inflicts physical/financial harm or damage on Party A or a third parties including tenants, Party B shall immediately notify Party A and make an appropriate indemnification for such harm or damage.
2. Party B shall indemnify and hold Party A or any of its partnering organizations harmless of any claims and actions arising out of the faults or negligence or omissions of Party B or any of its employees or personnel. The obligation under this Article do not lapse upon the termination of this Contract.

Article 45. Interpretation of the Contract

1. When cases that are not otherwise stipulated or specified either in this contract under 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 typical practices and statutes in India.
2. In case of not reaching the agreement according to clause 1 of this Article, Party A's interpretation precedes to the extent that does not violate the social notions.

Article 46. 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.



Party A

Party B

(Name of Representative)

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. 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 PARTY A**

*** 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.**