



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

**May 2023**



**KINEXIN Convention Management Private Limited**



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(India International Convention & Expo Centre) Operated by KINEXIN  
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KINEXIN Convention Management Private Limited, which is the official operator of the ICC 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) (hereinafter referred to as the “Contract”) on the \_\_\_\_\_ of \_\_\_\_\_, 2023.

**Article 1. Purpose**

This Contract concluded between Party A and Party B pertains to Party B’s right to operate catering services, 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 at 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, Table 1 of this Contract after producing, processing, heating, chilling or any other actions related to cooking by utilising the facilities specified in Article 3.1, Table 2 of this Contract.
  - B. The act of supplying and selling any food or beverages by utilising the facilities described in Article 3.1, Table 2 of this Contract in areas other than the one specified in Article 3.1, Table 1.
  - C. The act stated in Clause 1.A of this Article for any other events that entail catering services of all kinds performed within the authorised area.
2. “Revenue” is defined as the total amount Party B generates via the Catering Operations 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 Tables 1 and 2 below. However, the specifications of each area, 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 variations.

<Table 1: Areas for Catering Operation>

Area		Space (sqm)	Details
Exhibition Hall 1(EH 1)	Area for Catering	28,800	o Hall 1 (160m x 180m x 16m)
Exhibition Hall 2(EH 2)	Area for Catering	25,600	o Hall 2 (160m x 160m x 16m)
Convention Centre (B1F)	Area for Catering	1,246	o Rm. B101 (A): 623sqm (31m x 19m) o Rm. B101 (B): 623sqm (31m x 19m) * Height: 3.97m * B101 (A), B101 (B) Combinable
Convention Centre (GF-1F)		4,066	o Auditorium : 78m x 46m x 22.5m
Convention Centre (2F)		543	o Rm. 201: 328sqm (14m x 23m) o Rm. 202: 215sqm (15m x 14m) * Height: 3.82m
Convention Centre (3F)		1,309	o Rm. 301: 223sqm (11m x 19m) o Rm. 302: 310sqm (15m x 19m) o Rm. 303: 162sqm (11m x 14m) o Rm. 304: 291sqm (15m x 19m) o Rm. 305: 323sqm (16m x 19m) * Height: 3.97m
Convention Centre (4F)		885	o Rm. 401: 148sqm (12m x 11m) o Rm. 402: 150sqm (12m x 11m) * Rm. 401 and 402 Combinable o Rm. 403: 134sqm (11m x 11m) o Rm. 404 (A): 178sqm (11m x 15m) o Rm. 404 (B): 178sqm (11m x 15m) * Rm. 404 (A) and 404 (B) Combinable o Rm. 405: 97sqm (8m x 11m) * Height: 3.97m
Convention Centre(6F)		4,500	o Grand Ballroom: 3400 sqm (83m x 41m x 10m) o Prefunction Area: 1100sqm
Outdoor Exhibition Area	Area for Catering	TBD	*to be shared with other vendors under Party A's supervision
Future Development	Area for Catering		o Exhibition Hall 3, 4, 5

<Table 2: Facilities for Catering Operation>

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

**< Important Note Regarding Scope of Work >**

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

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

2. The above specifications and the equipment and fittings inside each area are subject to change depending on Party A's internal circumstances without prior notice (Refer to ANNEX 1 to 6).
3. The operation areas of Party B, as defined in the table above, are spaces that event organisers will temporarily occupy during events. The areas not specified in the table above, including but not limited to Designated Space for Restaurants, Retail Shops and any other functions, are not 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.
4. Area for catering shall be utilised preferentially for Party A's sales of exhibitions and conference space. Party B may utilise 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 the CEO (or their officially appointed deputy) of Party A.
5. Party B shall utilise the aforementioned catering facilities and area for catering solely for the purpose of performing their catering operations.
6. Party B shall reserve the facilities above by making a 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 organisers without the CEO (or their officially appointed deputy) of Party A's approval is invalid. Any non-communication by Party A shall not give rise to a presumption of any such approval.
7. All conference facilities in Table 1 above, except for the Grand Ballroom and Auditorium,

may be utilised free of charge. Nevertheless, Party A may charge a rental fee to Party B according to the nature of the function. R&R(Rules and Regulations) and Rental Policies for the IICC venue developed by Party A shall be applied for the rental of these facilities.

#### **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. This Contract remains valid in the period between the conclusion of the Contract and the actual date of operation commencement. Party B is exempted from financial liabilities such as payment of MAG, Commissions and utilities in such period. However, the termination of the Contract during such period is not accepted.
2. Both Parties conclude this Contract for the basic and initial term of five(5) years. The Contract can be renewed once for an additional term of five(5) years upon mutual agreement in writing by both Parties.
3. When renewing the Contract, Party B shall provide Party A with the proposal for MAG and commission rates for the following five(5) years six(6) months prior to the final date of Contract Year 5. Upon reviewal, Party A shall notify Party B of its decision three(3) months prior to the last date of Contract Year 5. Party B shall respond in writing to Party A within fifteen(15) days from Party A's notification that Party B accepts all the terms and conditions proposed by Party A.
4. Every Contract Year ends on the 31<sup>st</sup> of March, the last day of the Indian fiscal year. In case of Contract Year 1, starting date of the Contract year is set to COD(Commercial Operation Date, to be officially confirmed and announced by IICC Limited under the Ministry of Commerce and Industry, Government of India. Hereinafter referred to as 'COD') whereas the rest of Contract Years start and end identical to the fiscal year(April 1<sup>st</sup> to March 31<sup>st</sup> 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. Before COD, Party B shall participate in the Pre-commissioning tests and Commissioning activities of the IICC venue as a part of Party A's team. To avoid uncertainties, the costs incurred to Party B from the Pre-commissioning tests and Commissioning activities are to be borne by Party B. Party B is to examine the areas/facilities of the building related to its operations only, including but not limited to the kitchens and pantries, during the Pre-commissioning tests and Commissioning activities.
3. Party B shall complete all the necessary arrangements for catering operations of the exhibition halls prior to the COD.
4. Party B shall complete all the necessary arrangements and preparations for catering operations of the Convention Centre and other areas prior to the COD.
5. Since the Area for Catering specified in Table 1 and Table 2 (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 any damages caused by such delay.

6. Facilities to be used for Party B's catering operations are limited to those stated in Table 2, 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. To guarantee Party B's financial liabilities including, but not limited to, commission, kitchen 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 thirty(30) days of the conclusion of the Contract. The security deposit is one hundred fifty(150) percent of MAG for Contract Year 1.
2. In case both parties renew the Contract, the amount of security deposit that Party B shall pay to Party A is one hundred fifty(150) percent of MAG for Contract Year 6, which is the starting year of the renewed Contract.
3. In case Party B fails to pay the security deposit as stipulated in Clause 1 of this Article, this Contract is automatically breached and annulled.
4. The security deposit paid by Party B is interest-free.
5. In case the Contract is terminated for any reason, Party A shall return the security deposit to Party B within ninety(90) days of termination with the proviso that Party B completely fulfills all duties and obligations stated in the RFP and the Contract. Unless Party B successfully executes the Articles of the RFP and the Contract, Party A may make some deduction from Party B's security deposit or request an additional indemnification from Party B.
6. When Party A needs to deduct any funds from Party B's security deposit, Party A shall preliminarily inform Party B in writing.

#### **Article 7. Minimum Annual Guarantee (MAG) and Commission**

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

<b>Contract Year</b>	<b>Expected Gross Annual Revenue</b>	<b>MAG</b>
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

- A. MAG represents ten percent(10%) of Party B's Expected Gross Annual Revenue. The amount of MAG will be fixed as the figures identical to those submitted in the Financial Proposal for the bid. It will not be affected by the actual performance of Party B during its operations.

- B. Expected Gross Annual Revenue is to be completed by Party B when participating in the bid as a part of the Financial Proposal for the bid.
- C. MAG rises at a minimum rate of three percent(3%) for Year 3 and five percent(5%) for Years 4 & 5. There is no minimum rate of increase for Year 2, and the minimum amount of MAG for Year 2 shall be equal to the amount of MAG for Year 1.  
If any given year's MAG is lower than its previous year's MAG increased by the minimum rise percentage, 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 the 31<sup>st</sup> 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 five percent(5%) from Year 6 onwards. However, in case the WPI(Whole Price Index) in the year immediately before exceeds five percent(5%), such WPI shall be applied. For example, if the WPI of Year 6 is seven percent(7%), exceeding five percent(5%), the MAG for Year 7 will increase by seven percent(7%).
- F. In case 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 be the figures identical to those submitted in the Financial Proposal for the bid.
  - \* Commission Rate is the percentage Party B proposes along with the Expected Gross Annual Revenue in the Financial Proposal for the bid.
2. Party A shall invoice Party B for MAG and other expenses incurred, such as utility 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 utility costs and other costs, by the 15<sup>th</sup> of every month for the entire Contract Term to Party A's designated bank account. Party B shall submit an unaudited monthly statement of revenue and expense as evidence within five(5) days of the end of a month.
3. Party A shall invoice Party B for Commission, if any, within ten(10) days after the receipt of Party B's Annual Gross Revenue Report. Party B shall make the payment within ten(10) days of receiving the invoice.
4. In the case of Contract Year 1, Party B shall start paying Party A the monthly MAG(one-twelfth of total MAG) on a prorated monthly basis from the date of operation commencement, which is identical to COD.  
For instance, if COD is confirmed to the 1<sup>st</sup> of October, 2023, the amount Party B shall pay to Party A in Contract Year 1 is as follows.
- Monthly MAG(one-twelfth of MAG) x six months  
(Oct. Nov. Dec. of 2023 and Jan. Feb. Mar. of 2024)
5. 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 thirty(30) days, Party A may terminate this Contract at its discretion.
6. Amounts stated in this Article are exclusive of all applicable taxes or expenses incurred by

related rules and regulations of related government authorities, which shall be borne by Party B.

7. In case of any circumstances that have been officially declared as Force Majeure, including but not limited to pandemic/epidemic and natural catastrophes, by the Government of India or any government entity of the same authority AND no businesses at IICC(Exhibitions, Conventions, and other events) are generated by the impact of such Force Majeure declaration, Party A exempts Party B from its obligation to pay MAG towards Party A on a prorated basis for such Force Majeure period designated by aforesaid government entities.

#### **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.
2. Party B shall pay the fundamental rental/management fee for the kitchen areas it utilises, which will be calculated using the formula below.
  - INR 200/sqm x 440sqm = INR eighty-eight thousand(88,000) per monthThe basic rental/management fee above is calculated for the Kitchen on the 5<sup>th</sup> Floor of the Convention Centre only. Should Party B choose to utilise the Kitchens in Exhibition Hall 1, the rental/management fees will be applied at the same rate. For clarification, all applicable taxes, including GST, shall be borne by Party B. Party B shall make the payment by the 15<sup>th</sup> of every month.
3. The minimum area of catering facilities Party B chooses to utilise shall be the entire facility on a single floor.
4. In case Party B chooses not to utilise either of the Kitchens in Convention Centre or Exhibition Hall 1, Party A can grant the right to utilise the unused Kitchens to 3<sup>rd</sup> parties at its own discretion. Party B shall not raise any objection to Party A's such decisions.
5. In case Party B requests an office area or space and Party A consents to Party B's such request, Party A may offer Party B a bare office space(completely unfurnished) depending on the availability of supporting spaces within IICC. Party A does not raise an invoice towards Party B for office rental but charges Party B for utility costs incurred by the occupation of office space. In addition, it is utterly Party B's obligation to furnish the given office spaces. Party A is not responsible for furnishing such spaces. To avoid any uncertainties and doubt, any damages done to the given space shall be restored to its original condition at Party B's own expense.
6. When this initial Contract is renewed for another term of 5 years, expansion of office spaces can be discussed.

#### **Article 9. Utility Cost**

1. Party B shall pay the cost of utilities for the use of the kitchen for their catering operations, including but not limited to electricity, water, waste management, heating, air-conditioning, etc., and the cost of using internet connections for the EPOS system and other necessary features, to the bank account designated by Party A on the 15<sup>th</sup> of each month for the duration of the Contract Term. Utility cost is exclusive of all applicable taxes, and the related taxes are

to be borne by Party B.

2. The official rate of utilities, determined by the agreement between Party A and IICC Limited, shall be officially applied.
3. Upon conclusion of the contract, Party B shall be responsible for maintaining the optimal condition of the operation area and auxiliary spaces such as the kitchen, pantry and any other spaces pertaining to their catering operation. All utility costs incurred by maintaining those areas shall be borne by Party B.

#### **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 Contract Term stipulated in Article 4 of this Contract. This adjustment shall mainly be within Party A's discretion.
  - A. When public charges/taxes or insurance fee increase considerably
  - B. In the event of a radical change in the 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 organisations at least one(1) 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 IICC**

1. In case Party B performs catering operations using catering facilities in areas other than those specified in Table 1 and Table 2 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 the terms and conditions of the Contract 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 for the previous quarter to Party A within thirty(30) days after the end of every quarter of the Contract Year, validated by a nationally accredited accounting firm on Party A's consent, during the Contract Term and submit any additional supporting materials requested by Party A.
4. Party B shall submit a Gross Annual Revenue report, duly authorised by its auditors, within

sixty(60) days of the close of the Financial Year.

5. Party B, at its own cost, shall use the EPOS(Electronic Point of Sales) system for transparency of financial data in its operations, unless Party A chooses to install the EPOS system itself. Party A reserves the right to call for a financial report for any outlet at any time, and Party B shall comply with Party A's such request.
6. All the receipts distributed to visitors and customers shall be generated and issued from the EPOS system. In case Party A or its representative (third party) installs an electronic POS(Point of Sales)system within Party B's premise, Party B shall utilise and operate such POS at its own costs.
7. Party A may request Party B to change or modify the EPOS system or its related functions wherever necessary, and Party B shall follow Party A's such request for change.
8. Party A reserves the right to request verifiable evidence of revenue status submitted by Party B, and Party B shall submit the evidence immediately.
9. Party B shall share with Party A ID and password to Party B's EPOS system to enable Party A to check the financial data at any time.
10. In case 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.
11. 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.
12. Party B shall keep a record of all financial data and financial audit results for at least five(5) years and those data and audit results shall be available upon Party A's request at any time.
13. 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.
14. In case any loss, deletion, manipulation, or reduction, intentionally or unintentionally, in Party B's financial data, including but not limited to the Revenue report, is detected by Party A or its financial auditor/representative, Party A shall impose Two Hundred Percent(200%) of the amount of such loss, reduction, or manipulation on Party B. Party B shall make full payment of the aforementioned amount to Party A within ten(10) days of Party A's invoicing. Also, Party B shall not raise any objection to Party A's right to request Party B to submit any documents and evidence related to all financial transactions and to audit them.
15. Party B shall submit to Party A their projected annual revenue, including projected revenue for each quarter, at least thirty(30) days before the start of each Contract Year. For clarification, the amount of MAG will be based on the Expected Gross Annual Revenue that was initially included in Party B's proposal for the bid.

#### **Article 14. Operation Days and Hours**

1. Operation days and hours are principally determined by both parties reflecting the nature of catering service at the 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 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 the IICC venue. Party B shall also consider and reflect any of Party A's opinions on said methodology and guidance.
4. Both Parties shall strive to maintain a cooperative relationship in good faith to ensure the appropriate level of treatment of customers and a seamless reservation process.

#### **Article 15. Use of Equipment**

1. When Party B wishes to utilise equipment or facilities in Party A's possession, Party B shall submit a written request to Party A for approval. In addition, a request in writing is required when Party B wants to utilise the aforementioned equipment or facilities somewhere other than IICC.
2. In the event that equipment 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 immediately pay for the rental of this equipment or facilities.
3. Audio-visual equipment in possession of Party A cannot be employed or used for any purpose other than regular/official events. Party B shall source equipment 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 equipment (audio, lighting, temporary structures, etc.), Party B shall hire a vendor enlisted as an official contractor of Party A. However, when Party B cannot hire Party A's official contractor due to inevitable circumstances, including the event's nature, Party B shall obtain Party A's prior approval in such exceptional cases.
5. In the case of Clause 4 of Article 15, if any damage occurs to the IICC venue during or after such installation, Party B shall report to Party A without any delay and restore the damaged properties to their original conditions at Party B's own costs and risks.

#### **Article 16. 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. Party A may modify management regulations when deemed necessary, at which time Party A shall notify Party B of any modifications as soon as possible.

#### **Article 17. 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 event inquiries or sales leads that Party B obtains either accidentally or as part of catering operation.

#### **Article 18. Determination of Menu and Pricing**

1. 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 organisers
  - B. The menus for each of the aforementioned cuisines shall be available in both vegetarian and non-vegetarian with the best possible prices.

#### **Article 19. 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 them 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 such person's contact details, including their telephone number and Email ID.
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 labour-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 to maintain proper service quality and keep a record of such training which shall be immediately shared with Party A when requested. In addition, Party B shall conduct professional training for temporary service workers before every event entailing catering operations.
6. Party A may allocate a conference room accommodating up to one hundred(100) people for training sessions for Party B employees free of charge, depending on availability. Party B shall submit to Party A for approval an application for occupancy at least seven(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 utilises 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 the supply of relevant information. In

case Party A deems the 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 a drug test at any time without any prior notice for any employee/personnel of Party B working on 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 a 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 an 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 authorisation to work.
12. Party B shall not employ any child or legally under-working age labour.
13. Party B shall adopt robust policies for the prevention and prohibition of sexual abuse and exploitation.
14. Party A shall be well within its right to request a change of any employee/personnel of Party B should the employee/personnel not adhere to the basic codes of conduct or the compliances of this Contract. In such a case Party B shall make such replacement immediately at no cost to Party A.

#### **Article 20. 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 situation, including but not limited to COVID-19, to ensure full compliance with the guidelines of WHO(World Health Organisation) and orders or SOP(Standard Operating Procedures) from all related government authorities. Party A reserves the right to inspect Party B's area of operation at any time during the Contract Term 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 a service equivalent 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 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 Party B follows 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 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 21. 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 complete restoration to its original status when Party B vacates the operation area after the termination of this Contract or within thirty(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 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 altering 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 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 the IICC operation area. All areas of operation for catering shall be restored to their initial condition within forty(40) days at Party B's risk and expense when vacating the area.
3. In case Party B fails to fulfil 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 22. Management of Other Facilities and Property**

1. Party B shall fulfil 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. In case Party B performed catering service for an event at a space outlined in Table 1, Party B shall be responsible for cleaning and restoring the space to its original condition after the end of the event.
5. 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.
6. Party B shall notify Party A of any losses, damage, and the management status of facilities and equipment annually, while both Parties shall conduct an annual joint inspection. Party A may conduct an inspection at its own discretion when deemed necessary.
7. Through a prior agreement with Party A, Party B may alter, change, or install other facilities in its area of responsibility at its own expense. Party B will be held responsible for repairing, maintaining, and managing those facilities.
8. In the event that Party A voluntarily repairs, alters, and/or maintains structures and facilities related to catering within IICC, Party A shall first discuss this work with Party B and be responsible for the expense incurred.
9. When a representative of Party A needs to visit Party B's operating area for the purpose of managing facilities or any other professional purpose, Party B shall ensure Party A's free entry into the area at any time upon Party A's request.
10. As smoking is prohibited by the Government of India within the entire IICC premise, Party B shall implement measures to ensure its employees and vendors adhere to such policy.

### **Article 23. Management of Party B's Operation Area**

1. Party B shall be responsible for the timely management, cleaning and routine maintenance of the facilities and equipment within its operation area at its own expense.
2. Party B shall notify Party A of any damages caused by Party B or Party B's vendors 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 and restoring the damages to their original condition within seven(7) days.
3. Upon Party A's request, Party B shall submit their planned maintenance schedule when there is any need to improve or repair any facilities or equipment provided by Party A within Party B's scope of responsibilities.
4. 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.

5. Party B shall maintain the hygiene and cleanliness of its operation area and all facilities, property, installations, equipment, etc., within it, and shall report to Party A the management status at least once a year.
6. In order to maintain hygiene and cleanliness within its operation area, including kitchens, pantries and storage rooms, and the facilities and equipment in each space, Party B shall perform pest control at its own cost and effort on a regular basis.

#### **Article 24. Operational Incidents and Losses**

1. Party B shall only use good quality ingredients and materials for food preparation 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 exempted from any responsibility when damage or loss is inflicted on Party B in the following cases. Party B shall not request Party A to compensate for any loss or damage arising from any of these situations.
  - A. Force majeure situations including but not limited to war, local provocation, riot, environmental pollution, epidemic/pandemic, or natural catastrophes such as earthquake, flooding, and storms or any other disastrous situations deemed as Force Majeure by the Government of India or International Organisations;
  - B. In case of a blackout or power outage caused by the central electricity agency;
  - C. In case of a blackout or power outage caused by an urgent electrical inspection or electrical work performed by Party A or the central electricity agency.
  - D. In case of urgent and indispensable defect repairs of the venue, which may cause the venue to be not operational during the repairs
5. Party B shall take measures to ensure that no individual guest or visitor is served an excessive amount of alcohol. Party B shall be legally and administratively responsible and hold Party A completely and utterly harmless for all accidents caused by or arising from excessive alcohol use.

#### **Article 25. Insurance**

1. Party B, in the name of Party B as an insurant, shall be insured to cover all risks with respect to 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.

2. Party B shall cover all possible risks as the catering service provider in consideration of all responsibilities specified in this Contract and RFP.
3. Party B shall provide and thereafter maintain all appropriate workers' 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 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 against Party A.
6. Party B shall submit a copy of all relevant insurance policies to Party A thirty(30) days before the commencement of its operations, which will be equivalent to the COD.
7. The insurance cannot be cancelled or modified for at least forty-five(45) days after the submission of the insurance policy copy.

#### **Article 26. Protection of Property**

1. Party A may post or hire security personnel 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 liable for any damage or loss unless Party B proves that the damage or loss is caused by Party A.

#### **Article 27. Restrictions**

1. Party A shall not transfer or hand over Party B's catering operation rights to any third party except in the cases stated and specified as exceptions in this Contract and/or RFP.
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 28. 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 29. Amendment**

1. This Contract shall not be changed or amended unless agreed upon in writing and duly



signed by both Parties.

### **Article 30. Termination of Contract**

1. Party A may terminate this Contract in case any of the following violations by Party B is found by Party A twice or more. To avoid doubts, if violations of the same category are committed twice, it is regarded the same as the violation of different categories. Also, it shall be clearly guaranteed that Party B must indemnify Party A against any financial/pecuniary/tangible/intangible damage or loss that any of the violations below may bring about.
  - A. Party B fails to pay Party A any fees, including but not limited to any required MAG, rental, and utility costs, by the designated deadline for more than thirty(30) days in a row.
  - B. Party B transfers, hands over or shares all or some part of the rights or obligations of this Contract 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 rectify or correct as per 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 fulfil this Contract due to bankruptcy.
  - H. Party B does not complete corrections to any violations of this Contract or any other related laws immediately following Party A's request for correction. (However, in case Party B's violations are not corrective, Party A may terminate this Contract without further request for correction.)
  - I. Party B fails to fulfil any of this Contract and the contents of the submitted proposal
2. In the event of termination of the Operating Services Agreement(OSA) between Party A and IICC Limited or on closure/withdrawal of business by Party A in the territory of India for any reason whatsoever, any legal effect of this Contract shall automatically stand terminated. In such scenarios, Party B has no right to raise claims against or appeal to Party A's such decision. Nonetheless, as a good partner of Party B, Party A shall make possible efforts for the said OSA and this Service Contract to be properly fulfilled by obtaining necessary coordination from IICC Limited timely to ensure business continuity, and both parties shall reach a reciprocal and bilateral consensus to terminate this Service Contract officially. However, Party B should acknowledge that such efforts are not the legal obligations of Party A. Party B cannot seek any relief/remedy/compensation from IICC Limited or Party A for the termination of the Contract under this condition.
3. Both Party A and Party B also shall agree, acknowledge, and accept that IICC Limited(SPV), with whom Party A entered into OSA for the overall operation of IICC, reserves the right to replace Party A in this Contract in case that OSA between Party A and IICC Limited is officially terminated or suspended. In such case this contract remains valid and legal as normal and IICC Limited shall possess the same rights and authority as Party A.

### **Article 31. Penalties**

1. In case this Contract is terminated as accorded in Clause 30.1 or becomes void due to the fault of Party B, Party B shall pay Party A a cancellation fee which is equivalent to six(6) monthly instalments of MAG. The cancellation fee is exclusive of any applicable taxes.
2. In case the accumulated amount of deficiencies caused by Party B exceeds Party B's security deposit, Party B shall pay Party A in seven(7) days the deficiency between Party B's security deposit and the total amount payable to Party A.

### **Article 32. Deductions**

1. In the event that Party B fails to pay Party A fees, including but not limited to commission, MAG, 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 the accumulated amount of deficiencies caused by Party B exceeds Party B's security deposit, Party B shall pay Party A in seven(7) days the deficiency between Party B's security deposit and the total amount payable to Party A.
3. In case 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 fifteen(15) days of the date on which the deduction occurred.

### **Article 33. Return of Properties and Equipment / 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 ten(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 procedures A, B and C of Article 33, 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 fulfil any of the procedures stated in Clause 1, Party B shall pay Party A compensation of deferment equivalent to five-thousandths(0.5%) 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 of this Article.

### **Article 34. Property Removal**

1. In case 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 35 of this Contract. Party B shall not request any compensation from Party A for any damage or losses resulting from the disposal.

### **Article 35. 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 Party B fails to fulfil the duties to a full extent so that 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 or loss out of this case.

### **Article 36. Special Conditions**

1. In certain cases, Party A, even during the Contract Term, may request Party B to move, shift, or dispose of Party B's property for the efficiency of IICC operations. 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 Party A rents out any part of IICC property to organisers for events entailing F&B services and the organisers request external catering services, Party A and Party B shall, to respect their mutual customer's needs, carry out a discussion in a reciprocal manner. When it becomes evident that Party B cannot meet the demands and requirements of the organisers, the organisers can hire external catering services with Party A's approval. The right to utilise the catering facilities, including kitchens and pantries, will only be guaranteed to the 3<sup>rd</sup> Party following a discussion between Party A and B. Party B shall not raise disputes against such decisions nor request Party A to amend or modify any conditions or Articles in this Contract or the RFP.
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 Party A all the expenses required by Party A, including but not limited to commissions and utility costs, 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.
6. Party B shall understand and acknowledge that they can neither hold responsible IICC Limited or other 3<sup>rd</sup> parties for this Contract nor seek relief/remedy/compensation from them.

### **Article 37. Overdue Interest**

1. In the event that Party B fails to fulfil its financial liability towards Party A by the agreed deadline, Party B shall pay Party A the outstanding amount along with interests, which will be applied at a monthly interest rate of one-point-five percent (1.5%, to be calculated on a prorated daily basis) 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.

#### **Article 38. 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. In this case, the addendums concluded by both Parties are of the same effectiveness and validity as this Contract.

#### **Article 39. 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 40. Fiduciary Duties**

1. Party B shall utilise common areas attached to its operation areas, 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 41. 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 the Contract.
2. Party B shall take full responsibility for any loss or damage occurred by the actions stipulated in Clause 1.

#### **Article 42. 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 party 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 Organisations 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 does not lapse upon the termination of this Contract.

#### **Article 43. Interpretation of the Contract**



1. When cases that are not otherwise stipulated or specified either in this Contract or 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 an agreement according to Clause 1 of this Article, Party A's interpretation precedes to the extent that it does not violate the social notions.

**Article 44. 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 the rules thereof, and the language of arbitration is English. The seat of Arbitration shall be Delhi.
3. Any dispute would be subject to the laws of India.
4. Courts of Delhi shall have exclusive jurisdiction subject to the provisions of arbitration.

The undersigned have read, understand and agree with each and every clause of the Contract and have freely entered all obligations and limitations described in the Contract.

Party A

Party B

(Name of Representative)

Signature

Signature

-----

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(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**

**5. LAYOUT OF KITCHEN AT CONVENTION CENTER**

**6. LIST OF EQUIPMENT TO BE PROVIDED**

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

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