



BLR
LOUNGE

WO No.: BLSPL/BLORE/20-21/CP04
(earlier wo no TFSPL/BLORE/20-21/04)

Date: 11th May 2020

To,
ABM ARCHITECTS
Millineum, 665,
Veer Savarkar Marg,
Dadar West, Mumbai – 400028
Tel: 022 2444 4403

Kind Attn. – Mr. Surya Prakash Makharia

Subject: Work Order for Architectural and Interior Design Works, Kitchen Infra Designing, Documentation, Decoration, GFC & BOQ, Design Management Fee Proposal, Budgeting & Analysis, coordination, site execution & supervision for Domestic Lounge & Day Hotel Project situated at and within the premises of Kempagowda International Airport, Bengaluru, Karnataka.

Dear Sir/Madam,

With reference to your quotation and based on the discussions and email communications, we had with you; we are pleased to award the contract as per the works mentioned in above subject for our Domestic Lounge & Day Hotel Project situated at and within the premises of Kempagowda International Airport, Bengaluru,. The Terms and conditions which have been mutually discussed and agreed between us are enlisted below:

Definitions:

Except where this Agreement otherwise expressly provides, the following words and expressions shall have the meaning hereby assigned to them:

Agreement means this agreement and any schedules and annexure thereto, and shall include any modifications, alterations or deletions thereto agreed by the parties in writing;

Approvals means authorizations, consents, licenses, permits, clearances and permissions required or to be obtained for the purposes of the Project;

Authority means any regulatory, executive or other governmental body, any agency, department, commission, office, authority or a statutory body constituted pursuant to any legislation of the Government of India or of any

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political sub-division thereof, including planning and local government authorities and any authority having control over the grant of any Approval;

Authorized Representative means the Company's representative under this Agreement, Ms. Shama Nair, and GM - Project or such other person[s] as may be designated in writing. For all practical purposes, the Authorized Representative shall act in close co-ordination with PMC being appointed.

Applicable Law means all applicable Indian statutes, enactments, acts of the state legislature or Parliament, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders of any Governmental authority, statutory authority, tribunal, board, court, as may be applicable;

Company means BLR Lounge Services Pvt Ltd

Designer Consultant means ABM Architects

MEP Consultant means MEPTEK

Contractor means as may be appointed by Company from time to time.

Defects Liability Period is Six (6) month from the date of Virtual Completion for commercial operations or such (extended period) beyond the said one year as may be needed for rectification of defective works arise due to design, specification, flaw during which period the CONSULTANT shall continue to advise the company for rectifications.

Final Completion means the date by which a final certificate has been issued by the COMPANY following completion of snag list and handover and completion of defect rectification work in all respects, and following which the COMPANY can draw up a final account in respect of the Project concerned;

BLSPL / BLR means BLR Lounge Services Pvt Ltd

Other Consultants means collectively all other consultants apart from the Consultant engaged by the Company for the purposes of the Projects, including but not limited to the PMC, design consultants, kitchen consultants, amongst others;

Party/Parties means either the COMPANY or the CONTRACTOR/CONSULTANT and collectively as the 'Parties'

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Premises mean collectively such part or parts of Domestic Lounge & Day Hotel Project situated at and within the premises of Kempagowda International Airport, Bengaluru, Karnataka

Project/Project Consultancy means the design, consultancy, and all other work and services required whatsoever to be carried out on behalf of the Company with regards to the fit out of the Premises.

Project Manager / Project Manager Consultant (PMC) means the person or company appointed as such to act as the PMC (the “PMC”) and is authorized to act on behalf of the Company in all day-to-day activities including the management, supervision, progress monitoring and certification of all invoices for the entire project. The PMC shall be the single point of contact for taking clearances and making decisions in consultation with the Company’s Representative/Consultants.

Virtual Completion shall mean completion of all works, clearing the work site, handing over and de-mobilization of all equipment and enabling works all to satisfaction of PMC/Company.

1. **TERMS AND CONDITIONS**

I. **SCOPE OF WORK AND SERVICES:**

ABM Architects shall take written approvals from the Client’s (BLR) Authorized Representative (“Authorized Representative”) and maintain record thereof, before issuing of GFC drawings, BOQ Materials List.

TFS / BLR Authorized Representative for the project: Ms. Shama Nair – shama.nair@travelfoodservices.com

PHASE 1:

CONCEPT & SCHEMATIC DESIGN:

The essence of all work in this phase is to develop a conceptual premise for the Architectural, interior & equipment planning such that it augments the architectural and functional requirements of the brand format.

- Architectural layout with options. (Structural Clearances to be given by the structural consultant appointed by TFS/BLR)
- Concept Plans, Visual Designs & material & Finishes Presentation.
- Development of Floor plan, Elevation & sections to explain the concept
- Renders to show the design intent.
- ABM shall develop conceptual interior design solutions for all areas listed based on the standard brand prototype.
- ABM will get the approvals on the zone plans. ABM shall outline all specifications of materials.

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- ABM will provide detailed Architectural, Interior design BOQ.
- To suggest material, design alternatives to Client in order to complete the project in budget, time and Operational requirements.
- To coordinate with authority for all design requirements.
- To solve design issues/queries within time lines during the execution.
- To coordinate with client for Interior design requirements & their Approvals.
- To solve design issues/queries within time lines during the execution.
- Detailed designing and construction documents along with BOQ and specification for all services, including interior designing, kitchen infra designing and preparation of schedule of finishes.

PHASE 2:

DESIGN AND DEVELOPMENT:

- a) The schematic Design shall be refined during Design Development to establish more detailed plans. Design Development will take the form of fully coordinated design of all components of the Project and reasonable cost checking of the designs for compliance with the approved Project Budget
- b) ABM shall also:
 - (1) Incorporate comments and any requirements raised by the client (BLSPL) and the design team and further refine the approved schematic design.
 - (2) Coordinate structural, mechanical, and plumbing issues with BIAL and MEP Consultant.
 - (3) Provide design detail information for each design element.
 - (4) Sample Board of the material to be used.
 - (5) Good quality 3D rendered views – Inside, Side & Front. (As discussed during the commercial closure)
 - (6) Provide information required to illustrate the design, intent of the design elements, information to be suitable for coordination with other consultants
 - (7) Provide detailed design drawings, including plan layout, level plans, sections and sketches of key areas, FF&E's (only for special products), special feature plan (if any, shall be provided by the vendor in conjunction with ABM), lighting plan, proposed materials.
 - (8) Prepare and submit estimated construction costs.
 - (9) Ensure that all designs are fully coordinated with the architectural, MEP, services, Kitchen Design and structural plans, provided by the design consultants.
 - (10) Carry out Value Engineering exercises comprising the investigation of alternative materials and design solution, to achieve cost effective aesthetic solutions.
 - (11) Release drawings and specifications in stages to the client (BLSPL) in order to review the documents and to facilitate the design consultant's integration of the same into the main work package. The frequency of

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the deliverables shall be agreed upon by the Project Manager and Design Consultants with the client (BLSPL).

- (12) Be present in a preliminary design development presentation to the client (BLSPL) and design team.
- (13) Be present in a final design development presentation to the client (BLSPL) and the design team.
- (14) The deliverables by the interior designer/ firm shall include design information not limited to the following:
 - Plans: reference plan, setting out plan, Reflected Ceiling Plan (RCP), furniture layout plan, electrical layout, etc.
 - Sections
 - Enlarged plans for all minor and major elements and details
 - Material sample images and specifications: Stone, wall covering, paint scheme, accessories, fixtures and fittings, hardware (brand specifications) etc.
 - Lighting and special features (if any) specifications and images sufficient for coordination with the design team. Technical specifications detailing and information pertaining to lighting and special features (if any) shall be provided by lighting and water feature specialists respectively.
 - Estimated construction cost report prior to project execution.
 - Carry out Value Engineering exercise comprising the investigation of alternative materials and design solutions, to achieve cost effective and aesthetic solutions & Reengineering to control cost to work within the approved budget for project.
- (15) ABM must take approval from Authorized Representative of BLSPL for any design changes, changes in schematic drawings, services, or any item that may have an impact on the budget.

PHASE 3:

DETAILED DESIGN DEVELOPMENT STAGE & DOCUMENTATION:

The objective of all work in this phase is to fine-tune the concepts and schematics developed in Phase 1, such that all concept details and conditions can be coordinated and develop a cohesive package of designing information that can then be used by the Execution Team / BLSPL team to develop and coordinate the project.

- a) ABM shall attend meetings / workshops with owner and respective team at designated place for interior design issues.
- b) ABM shall further develop interior designing solutions and incorporate any changes requested by the BLSPL brand owner team to accommodate design and architectural modifications and budget requirements.
- c) ABM shall provide updated interior drawings (in the form of plans, elevations, sections, site plans and details as per requirement) on background drawings furnished by design team at the current phase.
- d) ABM shall provide updated materials specifications, schedules and cut sheets, cost estimate of all materials to meet the concept /brand format requirement.

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- e) ABM shall provide final design drawings set along with respective BOQs.
- f) ABM shall communicate, coordinate, and furnish appropriate documentation to the appointed agency / contractor.
- g) ABM shall participate in value Interiors designing related exercises and revisions after the completion of the Design Development Phase.
- h) ABM shall share the final filled BOQ from approved respective contracting team to BLSPL to precede the Work Orders.
- i) Design Package based on Approved Concept shall include:
 - Architectural & Interior Detailed plans, elevations, sections, working details
 - Façade details (Structural clearances to be given by the BIAL / company appointed structural consultant)
 - FOH & BOH layout
 - Seating layout
 - Flooring layout
 - False ceiling plan (RCP)
 - Lighting Design
 - AV design (co-ordination with the agency).
 - Fixed & Loose Furniture design & details
 - Art, Décor,
 - Signage package (co-ordination with the agency).
 - Detailed internal elevations and sections
 - Detailed External elevation and sections
 - LED TV location detail
 - FIDS location detail
 - Estimated construction cost report prior to project execution
 - Hiring respective contractor/s. BLSPL project team shall be a part of selection process, and any hiring shall be with the written approval of BLSPL. Submission of sample of all material used with proper details of product and supplies details. Selection of all material with approval from BLSPL.
 - BOQ & Material Specifications

PHASE 4:

CONSTRUCTION DOCUMENTATION:

Below the objective of all documentation produced at this stage is such that the project could be executed, and the appointed agency / contractor are able to accurately execute the project.

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1. ABM shall provide clarification of design intent of the Lounge & Day Hotel documentation as required by contracting execution team.
2. ABM shall provide complete set of Interior Layouts with Legends, Notes and related information.
3. ABM shall provide fully dimensioned interior on background drawings furnished by design team at the current phase.
4. All materials specifications, schedules, and fixture cut sheets.
5. ABM shall assist in the financial project closer with vendor's payment in-coordination with BLSPL Team.
6. ABM shall assist in obtaining NOC from BLSPL operational team regarding quality of work and viability of Lounge & Day Hotel for any payments to vendor.
7. GFC (Good for Construction Drawings) – 7 nos Hardcopies (A0 / A1) and Softcopy (Auto-CAD & PDF version)
 - Prepare Issue and Maintain GFC design drawing and Schematic design drawing.
 - Equipment Layout of various designs.
 - Fixture and Aisle layout (FOH & BOH Layout)
 - Flooring Layout
 - All Elevations & Sections
 - Design of Customer touch points
 - False ceiling Details and sections
 - Façade details
 - Details of fixed and Movable Furniture.
 - Design of wash rooms
 - Design of Staff areas and other Backend facilities
 - Internal Graphics placement
 - Internal & External Signage Location
 - Door schedule
 - Hardware details
 - BOQ & Material Specification
 - Physical Material Board (Non-Returnable)

PHASE 5:

CONSTRUCTION ADMINISTRATION:

This phase shall involve coordination and field work during accurate execution of design intent, and will include fine-tuning, focusing on brand standards.

1. ABM shall assist with coordination and responses as required, with design related issues.
2. ABM shall review all materials being used for conformance to the intent of ABM's designs and specifications.

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3. ABM shall review and evaluate proposed substitutions.
4. ABM shall perform minor and reasonable changes or modifications to the original design to conform to regulatory code, safety regulations or site conditions.
5. ABM shall review the back of the house with the brand production team.
6. ABM shall issue punch list on finishing, materials, execution specified by ABM.
7. ABM shall not provide any structural consultancy but will help coordinate with technical agencies for any site related work under ABM's scope.
8. ABM will not communicate with Airport Authorities for any kind of approval, permissions or any kind of administrative work, BLR team will deal directly for any clarifications required.
9. ABM shall be available by phone and internet to assure continued communication and collaboration.
10. Prepare Snag list.
11. Provide and assist in selection, identification, negotiation of supplier and equipment's.
12. ABM shall assist to get approval of documents file with each & every details of built drawing with all guarantee/warranty certificates, manuals, do's and don'ts document with AutoCAD drawings.

SITE SUPERVISION:

- ABM will provide site supervision (not day to day as mutually agreed) during execution of the works to be executed by the contractors. ABM will provide support for site execution from start to handover the project work in totality inclusive of completion of snag list, assist in finalisation of Bills for all works, handover equipments guarantee/ warranty cards manuals in proper file in sets of 3 inclusive of as built detailed drawings of civil interior and any other such details as required for successful handover of project.
- BLSPL shall finalise contractor/s in coordination with ABM.
- ABM shall assist in the coordination with consultants/contractors to ensure the project is completed in given period.
- Inclusive of all above drawings and details sets of 3 files to be handover to project team with financial closure of all bills.

WORK SCHEDULE:

- **Completion period of this project is from 12 months as per the work order issued by BLSPL to ABM ARCHITECTS.** ABM shall ensure all the works are completed and handed over to the satisfaction of BLSPL within timelines as agreed in this work order. (This completion period includes all holidays including weekly holidays, local and public holidays and other non-working days (caused by inclement weather, rains, others) and also includes time required for getting passes and other pre-preparatory works required for commencing the Project.)
- This completion period does not include loss of days caused due to delays in approvals from airport authority which is beyond the control of ABM and BLSPL.

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- Undertake preparatory activities at site such as co-ordination with other architect, vendors, fabricators, contractors, necessary inspection and site visits; share/discuss drawings and layouts etc., amongst others, as required for commencement of Works.
- Ensure materials used are identical in terms of quantity and quality as mentioned in the Bill of Quantity or Approved by BLSPL.
- Escalate issues / bottlenecks and concerns to **Authorized Representative / PMC** on the same day and provide support in expediting the same. Any delay in raising issues / bottlenecks and concerns on part of the CONSULTANT shall not be considered as part of agreed time schedule.

II. CONTRACT VALUE

Total work order value shall be INR 17000000 (Rupees One Crore Seventy Lacs Only) plus GST as applicable, irrespective of areas.

Location
Lounge
Corridor
Day Hotel
Sun Lounge

The location names and their respective areas are indicative for zoning purpose as the actual area will vary based on the actual zoning prepared by ABM. No escalation in fees will be paid for the same.

ABM		BLSPL	
GST No	27AACPM5046N2ZD	GST No	
SAC No	998391	SAC No	

The above contracted rate does not include charges of travelling to outstation sites, lodging and boarding. All this charges will be reimbursed by BLSPL within 15 working days at actual against submission of bills and vouchers.

Note:

- 1) Site Visits will be as per mutually agreed and as required by BLSPL.
- 2) BLSPL will reimburse outstation site visit cost maximum to 2 persons only per visit. Any extension of stay or any additional person cost above the permissible limit needs to be approved in writing by TFS/ BLR project head.
- 3) BLSPL will reimburse such additional cost only against approved documents and invoices.
- 4) Travelling will be from economy class by Air.
- 5) Consultant accommodation will at BLSPL contracted hotels or at any other hotel at cost equivalent to rates as contracted by BLSPL.

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The rates quoted are inclusive of cost of communication charges, As Built Drawings. Similarly, all costs for rectification and reconstruction of drawings, layouts, BOQ's etc. for work during construction and during the period of Defects Liability shall be deemed to be included in the rates quoted in the BOQ.

III. BUDGET CONTROL (Upon mutual closure of the budget as per the final concept approval by BIAL)

The overall agreed budget for this Project situated at and within the premises of Bengaluru International Airport is as mutually agreed inclusive of all material, furniture, fixtures, artefacts, screens, etc, applicable GST, excise duty, all government levied taxes, service charges, labour charges, loading and unloading charges, transportation charges, packing charges, any other government levies, toll & Octroi, any such other expenses and charges etc. and subject to tax deducted at source as per law.

The budget as mutually agreed specified above will include Supply & Services, Providing & Fixing, Erection, Installation, Testing, Commissioning of:

- Entire architectural, interior fit-out, fixed and loose furniture, soft furnishings, art, decor and artefacts, Decorative Items, etc. as per budgetary estimate.
- Civil works,
- Flooring, Walls & Ceiling Entrance Beautification, any Prop/Showstopper design/element **upon mutual closure of the budget as per the final concept approval.**
- Interiors Include Civil, POP & false Ceiling, Paint & Polish,
- All work Order to be released by TFSPL / BLR to the appointed contractor/Consultant.
- Crockery, cutlery, glass ware, small ware, buffet ware, storage & bins and uniforms is not included in the budget as per mutually agreed and shall be additional expenses at actuals.

Budget Terms & Conditions:

- a. ABM to make budgetary estimate based on final presentation /drawings approved by BIAL. It is agreed that both ABM & TFSPL/BLR will make best efforts and bring down the outflow spend from the above budget
- b. ABM will be responsible for any deviation in above budget. It is agreed that ABM will ensure that the amount spent on project doesn't exceed the specified and budget as per mutually agreed including any amount spent being directed to ABM directly or via any other contractor.
- c. ABM to take prior approval from TFS for any changes asked by BIAL after the approval of presentation/drawings, to proceed further with changes in terms of design & passing instructions at site for execution. ABM will ensure that the same is discussed and informed to TFSPL/BLR prior to initiating any such spend. Nonetheless, these amounts spent will be within the specified capped budget as mutually agreed upon.
- d. In case of spend exceeding over and above of capped budget as per mutually agreed the cost of such excess spend/expenses/cost over capped budget shall be borne by ABM and shall be deducted from fees payable to ABM. The deduction of amount shall be limited to 7% of overall fees of 1.7 cr.

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- e. Extra items mean items of work not covered in budgetary estimate. ABM shall take prior approval from TF SPL/BLR before commencing any work related to any extra Item. TF SPL/BLR may ask rate analysis of all such items. ABM shall execute the work only after rates for such extra items are duly approved by the TF SPL/BLR. Payment for such extra items shall be made along with RA Bills. However, as agreed by both ABM and TF SPL/BLR, any amount spent on the extra items will be within the specified capped budget.

IV. PAYMENT TERMS & BILLING PROCESS

(i) **Running Account (RA)**

ABM shall raise Running Account (RA) bills on client BLSPL, as mentioned below:

PAYMENT SCHEDULE			
Sr. no	Work description	Work Stages	Payment Ratio
1	20% Advance payment with order		20%
2	Architectural & Interior Design & Details (including zoning options) Schematic Design & Design Development of Phase 1		10%
3	Design Documents/ Specifications & Construction Documents of Phase 1		10%
4	Architectural & Interior Design & Details (including zoning options) Schematic Design & Design Development of Phase 2		15%
5	Design Documents/ Specifications & Construction Documents of Phase 2		15%
6	After completion of Construction & handover of project as per satisfaction of TF SPL/BLR – Phase 1 & 2		20%
7	Retention for 3 Months from the date of Virtual completion of project and HOTO		10%
		Total	100%

- Invoice duly approved by **Authorized Representative of BLSPL**.

(ii) **Final bill**

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ABM shall submit the final bill tax invoice after the handover letter issued to the Authorized Representative of BLSPL. The same shall be paid after satisfactory completion and handover of the works to be performed and after due rectification of defects/snags to the satisfaction.

V. REPORTING

The CONSULTANT shall also have to report any deviations, issues and bottlenecks to the **Authorized Representative** on an immediate basis to ensure completion of Works as per the schedule.

VI. DELIVERABLES FROM ABM

- To submit tender proposal including interior design drawings, BOQ, material list and total projects Drawings list for interior to Authorized Representative of BLSPL in hard (7 No's- A0 / A1-paper size) and soft copy of (Auto Cad & PDF format) within 15 days from the date of receipt of approval of drawing from BLSPL.
- Materials & Vendor proposal to be given by ABM & selection will be done by BLSPL.
- Negotiation with Vendors will be done by BLSPL.
- Cost estimate by ABM should not increase the estimate figures or as per Budget provided by and approved by BLSPL.
- All design approval to be taken from BLSPL before finalization of BOQ
- No design or concept should be changed during the execution without written approval by Authorized Client Representative of BLSPL.
- Items in BOQ should be available in the market & with a minimum Lead time for procurement.
- To submit as built drawings in 3 sets in hard and soft format duly sealed and stamped of approved design, as prepared by contractors and consultants.

The CONSULTANT shall support the COMPANY till the completion of project and Contactor's defect liability period.

Defects Liability Period – 6 (Six) months from the date of Virtual Completion or such extended period beyond the said Six months as may arise from start date of rectification of defective Works as stated in the Definition of the term 'Defects Liability Period'

VII. STANDARD REGULATIONS

All the work is strictly to be executed in accordance with the detailed drawings and BOQ items and specifications, Standard Occupational Health & Safety requirements and the relevant Indian Standard specification in force from time to time unless the contract documents provide for any special specifications for the specialized item. Consultant shall ensure that the requirements set out in the present clause are included as part of the Work Orders/tender documents/Purchase Orders or the like issued pursuant to this Work Order.

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1. COPYRIGHT & CONFIDENTIALITY:

All information, materials (printed or otherwise), data and drawings furnished / disclosed by the BLSPL to the ABM or howsoever obtained by the ABM, shall belong to and shall always remain the property of the BLSPL and shall be treated by those who receive or obtain the same including without limitation from ABM, its agents, sub-consultants and servants, as confidential and the said information, materials (printed or otherwise), data and drawings, shall not be used, distributed or disclosed by them without obtaining the prior written consent of the BLSPL except where such disclosure is made for the purpose utilizing the same in connection with the execution, operation and maintenance of the Works or where such disclosure is mandated by law or by an order of a court possessing competent jurisdiction.

2. INDEMNITY:

ABM agrees and undertakes to indemnify and hold harmless the client (BLSPL), its directors, officers, employees and agents, from and against any actions, claims, demands, proceedings, fines, penalties, liabilities, loss, cost, damages or expenses sustained either by the client (BLSPL), or any third party as a result of any breach by ABM, its employees and consultants, advisors of any law, representation, obligations, warranties or covenants contained in this Work Order or as a result of default or negligence or deficiency in performance of its obligation under this Work Order.

3. LIQUIDATED DAMAGES:

Liquidated Damages at 1% per week of delay, subject to a maximum of 5% of ABM contract value, may be deducted from ABM's fees, if it is ascertained that the project is delayed due to ABM not performing its duties in the time frame, as mutually agreed between ABM & BLSPL.

In the event if delay is caused due to circumstances beyond its reasonable control or wherein the ABM has put in his best efforts to reduce/prevent such delays, no penalty may be charged at the discretion of BLSPL. However, the decision whether the ABM had/has put it in best effort to reduce/prevent such delays shall solely be of BLSPL. The above mentioned Liquidated Damages Clause shall be equally applicable and shall also be included in contractors/ vendors contracts. ABM shall ensure communication and implementation of stringent Liquidated Damages clause in all vendor contracts/ agreements to deliver on time and as per specifications.

4. SERVICES DURING DEFECTS LIABILITY PERIOD:

ABM agrees and undertakes to provide the subject services under this Work Order during the defects liability period for all its deliverables and obligations under this Work Order. ABM shall be bound by the same terms and conditions as contained under this Work Order.

BLR Lounge Services Private Limited

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Shiv Sagar Estate, Dr. Annie Besant Road, Worli, Mumbai-400018
Tel: (+91-22) 4322 4322

Corporate Office: Room No. 20, Alpha 3, 1st Floor, Kempegowda
International Airport, Bengaluru - 560300, Karnataka, India.
CIN: U55209MH2019PTC326605

E-mail: info@travelfoodservices.com • Website: www.travelfoodservices.com



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5. COMPLIANCE WITH LAWS:

ABM represents, warrants, and covenants that it shall comply with all applicable laws, regulations, ordinances or other rules in relation to said deliverables and obligation under this Work Order. ABM further warrants that compliance with applicable law and regulations there under will be and has been maintained at all times. ABM will ensure its agents, directors, officers, personnel and others acting through or on behalf of ABM to comply with all applicable laws relating to performance of its obligation under this Work Order, and it shall obtain all necessary, permissions, consents, licenses, and approvals required to perform its obligations under this Work Order and ABM shall give all notices and pay all fees and charges that are and that can be demanded by law there under. ABM agrees to indemnify and hold client (BLSPL) fully indemnified and harmless from all damages, losses, liabilities, claims, costs, and expenses including legal fees arising from the failure of the ABMs its employees, consultants, advisors, to comply with this clause. The provision of this Clause shall survive completion or termination of the Work Order.

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of courts in Mumbai. Time is the essence of this contract. ABM shall ensure the completion of the works within the stipulated time frame.

6. INTELLECTUAL PROPERTY INDEMNITY:

ABM agrees to indemnify and hold BLSPL fully indemnified and harmless from all damages, losses, liabilities, claims, costs, and expenses including attorneys' fees arising from any infringement or claimed infringement of any intellectual property including know how, business methods, images, design rights or analogous rights thereto (or misappropriation of any trade secret) in connection with the use or sale by BLSPL or its clients and customers of the Products. ABM agrees that it will, upon request of BLSPL and at its own expense, defend or assist in the defence of any action that may be brought against BLSPL or its clients for such infringement or claimed infringement. The provision of this Clause shall survive completion or termination of the Work Order/ Agreement.

7. TERMINATION:

BLSPL may terminate this contract at any time by giving 7 (seven) days advance notice to the ABM in the event that the BLSPL finds the ABM'S work dissatisfactory (whether with regard to quality, adherence to time-schedule, adherence to the terms, conditions, and stipulations of the contract or otherwise). In the event of such termination, BLSPL shall not be liable to pay any amount to the ABM over and above the amounts already approved, paid towards works already executed up to the date of termination based on monthly invoices raised and no claim for any money or any other amounts shall lie against the BLSPL except proportionate retention money. The BLSPL shall, in the event of terminating this contract under this provision, be fully entitled to receive the unrecovered advance, paid to the Consultant, from the Consultant.

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8. ASSIGNMENT:

ABM shall not assign this Work Order or subcontract any portion of its obligations hereunder without the prior written consent of the Client (BLSPL) including assigning or subcontracting the technical consultancy on the subject services.

9. LIENS

ABM represents that deliverables under this Work Order shall be performed, finished, and delivered to the client (BLSPL) free from all claims, liens and charges of any kind whatsoever within the spirit and intendment of this Work Order.

10. IDENTIFICATION

ABM shall not use the name or any trademark, logo or trade name of the client (BLSPL) or its affiliated companies in its advertising or promotional material unless it obtains prior written permission from the client (BLSPL).

11. SETTLEMENT OF DISPUTES

The parties shall attempt to amicably settle all disputes arising out of and relating to this Agreement and the obligations there under (the "Dispute") through negotiations and consultations with each other. In the event, the Dispute is not settled amicably, either party may give written notice of dispute to the other party within ten (10) days of such non-settlement of the dispute. If such Dispute arising between the parties is not amicably settled as stated above, such Dispute shall be referred to and finally settled by Arbitration. The said Arbitration shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 or any amendment thereof. The Parties agree:

- That the arbitration proceedings will be conducted in Mumbai and proceedings shall be in English language; and
- The arbitration shall be referred to a sole Arbitrator and in case the parties fail to agree to the name of the sole Arbitrator, each party shall appoint 1(one) arbitrator. The Arbitrator so appointed shall mutually appoint a third arbitrator who shall be the presiding arbitrator.
- The decision of the arbitrators on the dispute shall be final and binding on the parties.
- Notwithstanding the commencement of any dispute resolution, the parties must without delay continue to perform their respective obligations under this Agreement in accordance with its provisions except, where a party has acted reasonably and bona fide in relation to the dispute or difference, to the extent that the matter, which is the subject of the dispute or difference and matters necessarily dependent on it cannot be proceeded with until the dispute or difference has been determined.

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- All costs and expenses (including the counsels' fees) in relation to such arbitration proceedings shall be borne by the respective Parties.

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of courts in Mumbai.

This work order / Agreement is subscribed in duplicate on 11th MAY of the month of 2020 by the parties. Each party retains one copy thereof.

Thanking You,
Yours faithfully,

**For
BLR LOUNGE SERVICES PVT LTD**

**Agreed & Accepted By
ABM ARCHITECTS**

Authorized Signatory

Authorized Signatory

BLR Lounge Services Private Limited

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