

WO No: PO/22-23/001623  
(Earlier wo no. TFSKPL/KOLKATA/22-23/CP108)

Date: 23<sup>rd</sup> May 2022

To,  
SPMA  
B/44, Textila CHS,  
Prabhadevi,  
Mumbai - 400025

Kind Attn. – Mr. S.P Makharia – 9867003506 / sp@designspma.com

**Subject:** Work Order / Agreement for Architectural and Interior Designing, Documentation, Service Coordination, Decoration, GFC & BOQ, Budgeting & Analysis for Lounge Project situated at and within the premises of Domestic SHA, NSCBIA (Dum Dum) International Airport, Kolkata, WB.

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 Lounge Project at & within premises of NSCBIA International Airport, Kolkata. 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 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 Head - 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** Travel Food Services Kolkata Pvt Ltd

**Designer Consultant** means SPMA

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

**Consultant** means SPMA

**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 be liable and responsible for all costs, expenses, claims including without limitation third party liabilities of whatsoever nature arising out of such defect or deficiency carried out by the CONSULTANT.

**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;

**TFSKPL** means Travel Food Services Kolkata 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'

**Premises** mean collectively such part or parts of Lounge, International Airport, Kolkata.

**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 regard 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:

SPMA shall take written approvals from the Client's (TFSKPL) Authorized Representative ("Authorized Representative") and maintain record thereof, before issuing of GFC drawings, BOQ Materials List.

TFS Authorized Representative for the project: Mr. Amol Dandekar / amol.dandekar@travelfoodservices.com

**This work order supersedes earlier WO No. TFSKPL/KOLKATA/22-23/CP108 dated 23<sup>rd</sup> May 2022 issued to SPMA. Henceforth the wo no. TFSKPL/KOLKATA/22-23/CP108 stands cancelled, null & void.**

**All communication, accounting shall be as per this revised terms as mentioned herein this work order no. PO/22-23/001623**

### 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/TFSKPL)
- Concept Plans, Visual Designs & material & Finishes Presentation.
- Development of Floor plan, Elevation & sections to explain the concept
- Renders to show the design intent.
- SPMA shall develop conceptual interior design solutions for all areas listed based on the standard brand prototype.
- SPMA will get the approvals on the zone plans. SPMA shall outline all specifications of materials.
- SPMA 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 do Design coordination with Contractor (s) as when required by Client during the execution.
- To coordinate with authority for all design requirements.
- To solve design issues/queries within time lines during the execution.
- To prepare & submit Electrical & Heat Load requirement to client / authorities.
- 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, mep 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) SPMA shall also:
  - (1) Incorporate comments and any requirements raised by the client (TFSKPL) and the design team and further refine the approved schematic design.
  - (2) Coordinate structural, mechanical, and plumbing issues with AA 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 SPMA), 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 (TFSKPL) 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 the deliverables shall be agreed upon by the Project Manager and Design Consultants with the client (TFSKPL).
- (12) Be present in a preliminary design development presentation to the client (TFSKPL) and design team.
- (13) Be present in a final design development presentation to the client (TFSKPL) 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) SPMA must take approval from Authorized Representative of TFSKPL 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 / TFSKPL team to develop and coordinate the project.

- a) SPMA shall attend meetings / workshops with owner and respective team at designated place for interior design issues.
- b) SPMA shall further develop interior designing solutions and incorporate any changes requested by the TFSKPL brand owner team to accommodate design and architectural modifications and budget requirements.
- c) SPMA 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) SPMA shall provide updated materials specifications, schedules and cut sheets, cost estimate of all materials to meet the concept /brand format requirement.
- e) SPMA shall provide final design drawings set along with respective BOQs.
- f) SPMA shall communicate, coordinate, and furnish appropriate documentation to the appointed agency / contractor.
- g) SPMA shall participate in value Interiors designing related exercises and revisions after the completion of the Design Development Phase.
- h) SPMA shall share the final filled BOQ from approved respective contracting team to TFSKPL 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 AA / company appointed structural consultant)
  - FOH & BOH layout
  - Seating layout
  - Flooring layout
  - False ceiling plan (RCP)
  - Lighting design & identification of fixtures
  - AV design (co-ordination with the agency).
  - Fixed & Loose Furniture design & details
  - Art, Décor,
  - Signage package (co-ordination with the agency).
  - Air Conditioning and Ventilation Design
  - Electrical design & Engineering
  - Low Voltage design & Engineering
  - Detailed internal elevations and sections
  - Detailed External elevation and sections
  - Public Addressing Designs
  - Music System Design
  - LED TV location detail
  - FIDS location detail
  - Sprinkler Design
  - CCTV Installation Design
  - Staff room and lockers design & layout
  - Estimated construction cost report prior to project execution
  - Hiring respective contractor/s. TFSKPL project team shall be a part of selection process, and any hiring shall be with the written approval of TFSKPL. Submission of sample of all material used with proper details of product and supplies details. Selection of all material with approval from TFSKPL.
  - BOQ & Material Specifications
  - Physical Material board to be submitted to Airport Authorities

#### **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.

1. SPMA shall provide clarification of design intent of the project documentation as required by contracting execution team.
2. SPMA shall provide complete set of Interior Layouts with Legends, Notes and related information.
3. SPMA 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. SPMA shall assist in the financial project closer with vendor's payment in-coordination with TFSKPL Team.
6. SPMA shall assist in obtaining NOC from TFSKPL operational team regarding quality of work and viability of Lounge 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
  - Designs of Lighting systems
  - Light/ Power socket looping layout
  - Power plan – SLD, Electrical Panels
  - Cable Schedule - Power Other Services
  - 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. SPMA shall assist with coordination and responses as required, with design related issues.
2. SPMA shall review all materials being used for conformance to the intent of SPMA's designs and specifications.
3. SPMA shall review and evaluate proposed substitutions.
4. SPMA shall perform minor and reasonable changes or modifications to the original design to conform to regulatory code, safety regulations or site conditions.
5. SPMA shall review the back of the house with the brand production team.
6. SPMA shall issue punch list on finishing, materials, execution specified by SPMA.
7. SPMA shall not provide any structural consultancy but will help coordinate with technical agencies for any site related work under SPMA's scope.
8. SPMA will not communicate with Airport Authorities for any kind of approval, permissions or any kind of administrative work, TFSKPL team will deal directly for any clarifications required.
9. SPMA 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. SPMA shall assist to get approval of documents file with each & every details of built drawing with all guarantee/warrantee certificates, manuals, do's and don'ts document with AutoCAD drawings.

#### **WORK SCHEDULE:**

- **Completion period of this project is from 1 months as per the work order issued by TFSKPL to SPMA ARCHITECTS.** SPMA shall ensure all the works are completed and handed over to the satisfaction of TFSKPL 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 SPMA and TFSKPL.
- 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 TFSKPL.
- 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.

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

## **II. CONTRACT VALUE**

**Total work order value shall be INR Rs. 400000/- (Rupees Four Lacs Only) plus GST @ 18% as applicable, irrespective of areas.**

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

<b>S.No.</b>	<b>Description</b>	<b>Approximate Area</b>	<b>Rate Per Sq Ft</b>	<b>Amount</b>
		(Sq. Ft.)	(In Rs.)	(In Rs.)
1	Copper Lounge Kolkata	3000	Lumsum	400000

The above contracted rate does not include charges of travelling to sites, lodging and boarding. All this charges will be reimbursed by TFSKPL 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 TFSKPL.
- 2) TFSKPL will reimburse site visit cost maximum to 2 persons only per visit. Any additional person cost need to be borne by Consultant.
- 3) Travelling will be from economy class by Air.
- 4) Consultant accommodation will at TFSKPL contracted hotels or at any other hotel at cost equivalent to rates as contracted by TFSKPL.

## **III. PAYMENT TERMS**

Once the invoice is received by Authorised Representative at Corporate Office, and is complete in all respects, after it is checked and certified, applicable payments shall be released. The payment shall be subject to any deduction of tax as applicable at source under Direct and Indirect Tax Acts, as applicable from time to time.

1. Advance as paid against earlier WO No. TFSKPL/KOLKATA/22-23/CP108
2. 40% upon submission of all GFC and BOQs of all outlets to start work at site (including GST).
3. 25% upon receipt of As Built Drawings (including GST).
4. Balance % upon completion of 3 months period (i.e. 90 days) from the date of submission of approved GFC and BOQ (this includes defect liability period) (not subjected to project completion status / HOTO to operations)

## **IV. 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.



## **V. DELIVERABLES FROM SPMA**

- To submit tender proposal including interior design drawings, BOQ, material list and total projects Drawings list for interior to Authorized Representative of TFSKPL in hard (3 No's- A1-paper size) and soft copy format within 7 days from the date of this Work Order.
- To submit detailed GFC drawings within 15 days from the date of this Work Order.
- To submit the design drawings/GFC to Client Authorized Representative or a Nominee appointed by TFSKPL in Hard (3 No's- A1-paper size) and soft (PDF/Cad) format.
- Materials & Vendor proposal to be given by SPMA & selection will be done by TFSKPL.
- Negotiation with Vendors will be done by TFSKPL.
- Cost estimate by SPMA should not increase the estimate figures or as per Budget provided by TFS and approved by TFSKPL.
- All design approval to be taken from TFSKPL before finalization of BOQ
- No design or concept should be changed during the execution without written approval by Authorized Client Representative of TFSKPL.
- 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.
- To submit Physical Material Board.

### **1. COPYRIGHT & CONFIDENTIALITY:**

All information, materials (printed or otherwise), data and drawings furnished / disclosed by the TFSKPL to the SPMA or howsoever obtained by the SPMA, shall belong to and shall always remain the property of the TFSKPL and shall be treated by those who receive or obtain the same including without limitation the SPMA, 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 TFSKPL 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:**

SPMA agrees and undertakes to indemnify and hold harmless the client (TFSKPL), 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 (TFSKPL), or any third party as a result of any breach by the SPMA, its employees, labour, workers, sub-contractors, officers, advisors, consultants, 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 25% per week of delay, subject to a maximum of 50% of SPMA contract value, may be deducted from SPMA's fees, if it is ascertained that the project is delayed due to SPMA not performing its duties in the time frame, as mutually agreed between SPMA & TFSKPL.

In the event if delay is caused due to circumstances beyond its reasonable control or wherein the SPMA has put in his best efforts to reduce/prevent such delays, no penalty may be charged at the discretion of TFSKPL. However, the decision whether the SPMA had/has put it in best effort to reduce/prevent such delays shall solely be of TFSKPL.

The above mentioned Liquidated Damages Clause shall be equally applicable and shall also be included in contractors/ vendors contracts. SPMA shall ensure communication and implementation of stringent Liquidated Damages clause in all vendor contracts/ agreements to deliver on time and as per specifications.

### **4. DEFECT AND LIABILITY**

Period is Six (6) month from the date of Virtual Completion for commercial operations or such (extended period) beyond the said six year as may be needed for rectification of defective works arise due to design, specification, flaw during which period the SPMA shall continue to be liable and responsible for all costs, expenses, claims

including without limitation third party liabilities of whatsoever nature arising out of such defect or deficiency carried out by the SPMA.

**5. SERVICES DURING DEFECTS LIABILITY PERIOD:**

SPMA 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. SPMA shall be bound by the same terms and conditions as contained under this Work Order.

**6. COMPLIANCE WITH LAWS:**

SPMA 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. SPMA further warrants that compliance with applicable law and regulations there under will be and has been maintained at all times. SPMA will ensure its agents, directors, officers, personnel and others acting through or on behalf of SPMA 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 SPMA shall give all notices and pay all fees and charges that are and that can be demanded by law there under. SPMA agrees to indemnify and hold client (TFSKPL) fully indemnified and harmless from all damages, losses, liabilities, claims, costs, and expenses including legal fees arising from the failure of the SPMA's its employees, labour, workmen, sub contractors, vendors, 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. SPMA shall ensure the completion of the works within the stipulated time frame.

**7. INTELLECTUAL PROPERTY INDEMNITY:**

SPMA agrees to indemnify and hold TFSKPL 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 TFSKPL or its clients and customers of the Products. SPMA agrees that it will, upon request of TFSKPL and at its own expense, defend or assist in the defense of any action that may be brought against TFSKPL or its clients for such infringement or claimed infringement. The provision of this Clause shall survive completion or termination of the Work Order/ Agreement.

**8. TERMINATION:**

TFSKPL may terminate this contract at any time by giving 7 (seven) days advance notice to the SPMA in the event that the TFSKPL finds the SPMA'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, TFSKPL shall not be liable to pay any amount to the SPMA 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 TFSKPL except proportionate retention money. The TFSKPL 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.

**9. ASSIGNMENT:**

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

**10. LIENS**

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

## **11. IDENTIFICATION**

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

## **12. 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.
- 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 by the parties. Each party retains one copy thereof.

Thanking You,

Yours faithfully,

**For  
TRAVEL FOOD SERVICES KOLKATA PVT LTD**

**Agreed & Accepted By  
SPMA**

**Authorized Signatory**

**Authorized Signatory**