

TFS copy



महाराष्ट्र MAHARASHTRA

2022

BS 734211

प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९८
13 OCT 2022
सक्षम अधिकारी

THIS STAMP PAPER IS PART OF
SERVICE AGREEMENT DATED 15TH DAY
OF MARCH, 2023

श्री. दिलीप गवई

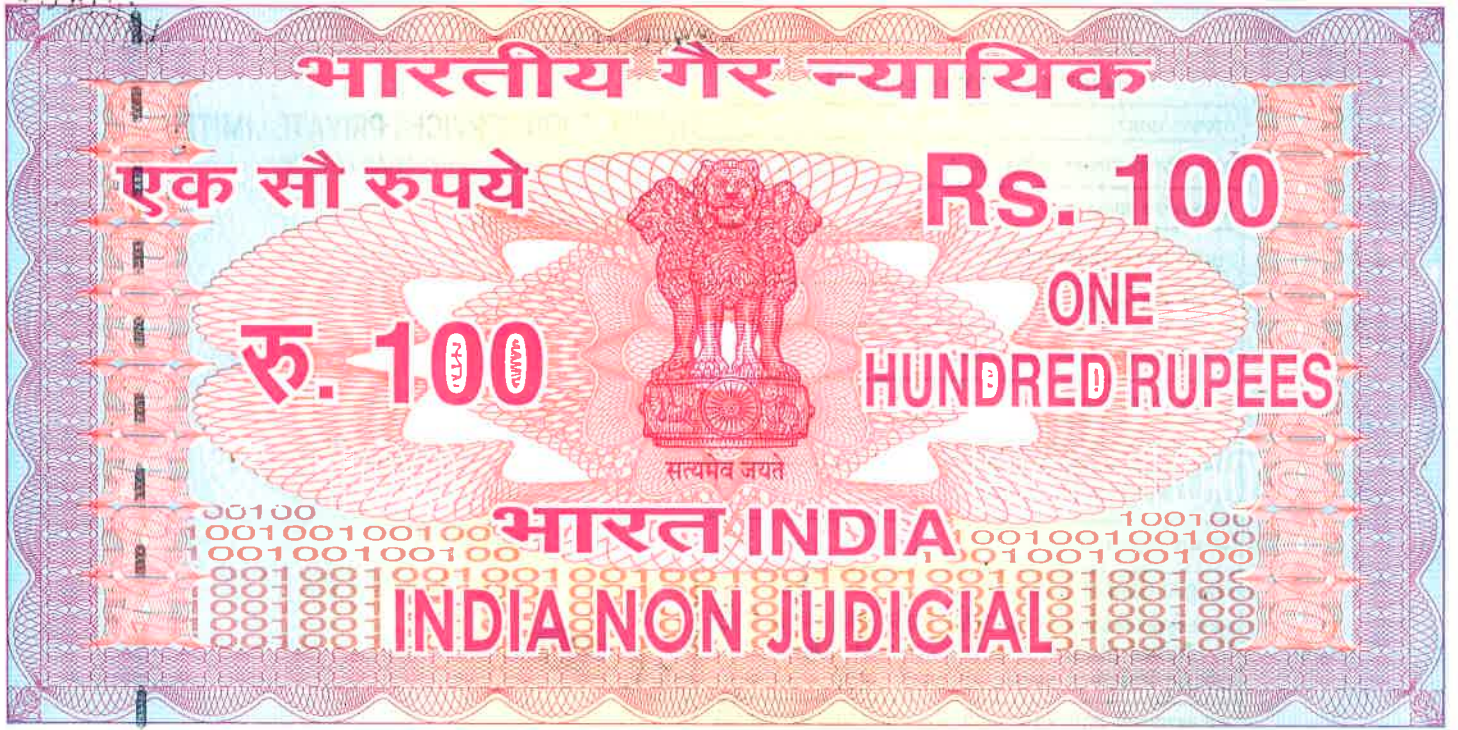
By And Between

Cotecna Inspection India Private Limited

And

Travel Food Services Private Limited





महाराष्ट्र MAHARASHTRA

2022

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क्र. ८००००९८
- 6 DEC 2022
सक्षम अधिकारी

श्रीमती लता सांगळे

SERVICE AGREEMENT

This Agreement made at Mumbai on this 15th day of March, 2023

By and Between

Cotecna Inspection India Private Limited, a company incorporated under the Companies Act, 1956, having its Registered Office The Summit – Business Bay, Office No. 213, 214 & 215, Behind Guru Nanak Petrol Pump, Opposite Cinemax, Off Andheri – Kurla Road, Prakashwadi, Andheri (East), Mumbai – 400069 its Authorized Signatory Mr. Subrata Saha vide Board Resolution dated 09th February 2023 hereinafter referred to as 'Service Provider' (which expression shall, unless it be repugnant to the context or meaning thereof be deemed to mean and include its administrators, representatives and permitted assigns) of the ONE PART,

AND

Travel Food Services Private Limited, a company incorporated under the Companies Act, 1956 and having its Registered Office at Block-A South Wing 1st Floor Shiv Sagar Estate Dr. Annie



Besant Road, Worli, Mumbai 400018, here in after referred to as 'Company*' (which expression shall, unless it be repugnant to the context or meaning thereof, be deemed to mean and include its administrators, representatives and permitted assigns) of the OTHER PART.

**Company refers to Travel Food Services Private Limited and its affiliates as mentioned under Annexure IV*

WHEREAS Service Provider is carrying on the business of providing Testing, Inspection & Certification services and is an approved auditing body as per Food Safety and Standards Act, 2006 and various rules and regulations thereby.

AND WHEREAS the Service Provider has represented that it has requisite expertise and knowledge in providing the services mentioned as per the statute herein and has expressed interest in providing the Services to the Company.

AND WHEREAS based on the representation of the Service Provider, the Company has agreed to engage the Service Provider for the services under this Agreement.

AND WHEREAS Service Provider has agreed to provide FSSAI Mandatory and Hygiene Rating Services (hereinafter referred to as "Services") more particularly defined in Annexure II; and has expressed willingness to render such services to the Company as per the requirements of the Company and in accordance with the terms and conditions of this Agreement

The Company reserves the right to change the terms and conditions of this Agreement with respect to the Services to be provided by Service Provider to Company, subject to mutual discussion.

(Company and Service Provider are hereinafter collectively referred to as "Parties" and individually as "Party", as the context may demand)

NOW THIS AGREEMENT WITNESSTH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES

1. APPOINTMENT AND SCOPE OF WORK

1.1 In consideration of the Company paying the charges, Service Provider shall provide the Services mentioned in the **Annexure II** to the location as mentioned in the Annexure attached herewith, which may be amended by the Parties from time to time in writing, together with all other obligations, functions and duties as more particularly described in this Agreement, upon completion of each service of a particular location a detailed report shall be provided to the Company for its review and feedback for improvements as suggested by Company and hereinafter collectively known to as Service Provider's Obligation.

1.2 The parties acknowledge and agree that, in the event the Company requires any additional services during the term of this Agreement, then the same shall be discussed and agreed between the Company and Service Provider in writing (the **Additional Services**). In such event, a description of the Additional Services shall be added to the Service Specifications through a written amendment signed by the parties before Service provider commences performing the Additional Services, and the



Company shall reimburse Service Provider for the costs incurred by Service Provider in performing the Additional Services in accordance with the terms agreed between the Parties in writing.

1.3 Service Provider assures that it shall provide its immediate support and assistance in the event of any disruption in the Services being provided by Service Provider. The manner and time frame for troubleshooting and the timelines for the resolution of the problems are mentioned in this Agreement.

2. PERIOD - TENURE AND TERMINATION

Unless terminated by either Party in accordance with the provisions of this Agreement, the Agreement shall be valid for a period of 2 (Two) years effective from 1st March 2023 and expiring on 28th February, 2025 unless terminated earlier. The Company shall be entitled to terminate this Agreement without assigning any reasons by giving the Service Provider a written notice of 30 (thirty) days prior to the date on which it intends to terminate the Agreement.

3. RENEWAL

Unless terminated earlier, renewal instructions (if any) must be indicated at least 30 (thirty) days prior to the expiry of the existing agreement. Renewal of the Agreement will be done only on mutual acceptable terms in writing within one month of the date of expiry of the existing agreement.

4. CHARGES

4.1 In consideration of the services to be provided by the Service Provider pursuant to this Agreement, the Company shall pay to the Service Provider charges as mentioned in the Annexure –I after deduction of tax at source under Income Tax Laws as may be in force from time to time or any other tax as applicable from time to time, to this Agreement. The Company shall pay the said charges through RTGS in favour of Service Provider within 30 days from the date of receipt of the bill raised by Service Provider on the Company.

4.2 The Service Provider shall ensure to raise an invoice including Goods and Service Tax (GST) for the Services by 1th of next month after the completion of the Services to the Company during the term of the Agreement. In case of discrepancy in input credit at GST portal, Company shall solely reserve the right to recover the amount of GST from the Service Provider. Each invoice shall be in a format acceptable to the Company, shall quote the relevant order number and shall be sent to the Company's designated address for processing, together with any supporting documentation.

5. SERVICE PROVIDER'S COVENANTS

5.1 Service Provider shall be responsible for the following:

5.1.1 Service Provider shall ensure compliance of all the Central, State, municipal and local laws for the purposes of the performance of this Agreement.

5.1.2 Service Provider shall comply with all applicable statutory provisions including, but not limited to any and all applicable labour and employee related laws and regulations from time to time.. Service Provider shall ensure that all applicable law have been adhered to by it all the times



- during the tenure of Agreement and shall maintain the requisite statutory registers and licenses and submit all statutory returns wherever applicable. The Company shall however, in no event be responsible or liable for any consequences arising out of non-compliance of such obligations by Service Provider. Service Provider shall hold harmless and indemnify the Company against any loss, damage claim etc. in case of failure of Service Provider to comply with the provision of this clause.
- 5.1.3 The employees of Service Provider who will be providing the Services shall be and shall remain the employees of Service Provider and Service Provider alone shall be responsible for payment of all the statutory dues in respect of them. Service Provider shall be solely responsible to pay the monthly salary/wages and all other benefits including the retrenchment compensation, notice pay, Gratuity or Bonus as payable to the Service Provider Staff deployed at the locations for carrying out the services. The Company shall not have any contractual responsibility towards the Staff so employed by Service Provider for performing/providing Services to the Company. However, the Company may at its discretion have the right to request the Service Provider to replace any employee of the Service Provider and the Service Provider shall comply with such request without fail.
- 5.1.4 Service Provider shall immediately notify the Company in writing of the occurrence of any event, which may result in, or which may give reason to believe that there may be work stoppage, slowdown, labour dispute, strike, any labour related disruption of the Staff or other impediment or disruption in the performance of the obligations of Service Provider under this Agreement. Service Provider agrees that in that event any such work stoppage, slowdown, labour dispute, strike, disruption or impediment continues for a period exceeding Three (3) days then the Company may at its sole discretion terminate this Agreement forthwith.
- 5.1.5 Service Provider and its Staff shall not at any time use the name and/or the trademark/logo of the Company without receiving prior written approval from the Company.
- 5.1.6 Service Provider shall render the Services and obligations under this Agreement with utmost care and diligence and shall ensure to be of the highest quality and standards.
- 5.1.7 Service Provider shall at all times maintain and respect the confidentiality of all/any matters relating to the Services under this Agreement;
- 5.1.8 All documents and other information, papers and any other data relating to the business activities of the Company ("the Documents") handed over to Service Provider by the Company under this Agreement or which come into the hands of Service Provider and /or its Staff's custody, power or possession pursuant to or in connection with this Agreement will remain the sole and absolute property of the Company, and Service Provider shall not have and also shall not claim any charge or, lien Right of retention, sale or set-off or other right title or interest therein or hereon for any reason whatsoever. Service Provider and /or its Staff shall not at any time use or attempt to use the Company's logo, letterheads for any purpose including the performance of this Agreement.
- 5.1.9 The work of the Staff shall be supervised directly and controlled by Service Provider itself and it is the responsibility of Service Provider to provide Services as per the scope of work contained in Annexure II for the locations. All material and equipments required by Service



Provider for due performance of the obligations hereunder shall be procured by Service Provider.

- 5.1.10 Service Provider acknowledges that TFS has entered into a Concession Agreement with various Airport Authorities and is required to adhere to the same diligently. The terms of the Concession Agreement that need to be adhered by the Service Provider is annexed as **Annexure V** Service Provider shall adhere to any/ all policies as stated by TFS from time to time. Also, Service Provider agrees that Concession Agreement terms shall always prevail.
- 5.1.11 **Review Procedure:** The Company shall have the right to procedurally review every 12 months the Services provided by the Service Provider. Any changes or amendment to the coverage of the Services, service levels or service procedures shall be in writing and mutually agreed between the parties and signed by the authorized signatories from both the parties. The Service Provider is required to keep all log details and issues in place during review meetings for detailed discussion and necessary actions.
- 5.2 **Troubleshooting & Resolution Times:** Service Provider assures that it shall provide its immediate support and assistance in the event of any disruption in the Services being provided. The manner and time frame for troubleshooting and the timelines for the resolution of the problems are to be provided by the Service Provider and the same shall form part of this Agreement. .

6. PARTIES REPRESENTATIONS AND WARRANTIES

6.1 SERVICE PROVIDER'S REPRESENTATIONS AND WARRANTIES

Service Provider hereby represents, warrants and confirms to the Company that:

- 6.1.1 It has full capacity, power and authority to enter into this Agreement and to carry out and perform all its duties and obligations as contemplated herein.
- 6.1.2 It has necessary skills, knowledge, experience, expertise, equipment's, required capital, and net worth, to perform its obligations in accordance with the terms of this Agreement.
- 6.1.3 The execution of this Agreement and the provision of the Services hereunder by Service provider to the Company, does not and will not violate, breach any covenants, stipulations or conditions of any Agreement or deed entered in to by Service Provider with any third party/ies.
- 6.1.4 Service Provider shall be fully responsible for arranging adequate insurance cover for all its assets, risks arising out of performance of its Services under this Agreement. The insurance cover shall include:
- i. third party liability and the Company should be additionally covered under the third party liability employees' compensation and
 - ii. Other insurances that may from time to time be required by the Laws of India.
- 6.1.5 Service Provider shall provide all good high quality standard necessary tools, systems, products, applicators, devices, equipment's and supplies for the performance of its Services under this Agreement.



- 6.1.6 All Services performed under this Agreement before payment, shall be subject to the inspection by the Company, who may withhold payment when in its opinion the Service Provider has not been performed in accordance with the requirements of this Agreement.
- 6.1.7 Service Provider shall provide the Company with a work schedule which shall clearly specify the frequency of the treatments to be carried out by Service Provider under this Agreement. The Company shall have power as it thinks fit to vary the frequency specified in the work schedule and no variation shall vitiate this Agreement.
- 6.1.8 Service provider shall be solely liable for and shall indemnify the Company against any loss, claim or proceeding whatsoever, arising out of any statutory regulations, legislation or at common law in respect of injury to or death of any person or animal resulting from application services by Service Provider, its agents, employees, servants or workers whether or not due to gross negligence.

6.2 **COMPANY'S REPRESENTATIONS AND WARRANTIES:**

The Company hereby represents warrants and confirms to Service Provider that:

- 6.2.1 It is an entity duly organized, existing and in good standing under the laws of its jurisdiction;
- 6.2.2 It has all the requisite power and authority to own and operate properties and to carry on its business as now conducted;
- 6.2.3 It has full power and authority to enter into this Agreement and to perform its obligations under and consummate the transactions contemplated by this Agreement;

7. **SERVICE PROVIDER'S LIABILITY AND INDEMNITY**

- 7.1 Service Provider shall be responsible and liable for and shall indemnify the Company and keep the Company indemnified against any and all claims, liabilities, and damages, losses, suffered by the Company in the course of providing Services under the Agreement. For the purpose of clause 7.1 of the Agreement, liability for the breach of services as stated hereunder shall be capped to the value of 12 months of the fees/consideration as agreed under the Agreement.
- 7.2 The Service Provider unconditionally and irrevocably agrees, as a continuing obligation on an after-tax basis, to defend indemnify the Company in full against, and to pay on demand an amount equal to, any and all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses (together with any applicable GST) suffered or incurred by, or awarded against, the Company arising out of or in connection with:-
- (a) Any claim made against the Company for actual or alleged infringement of intellectual property rights



- (b) Any claim made against the Company by a third party arising out of, or in connection with, the Services to be rendered by the Service Provider to the extent that such claim arises out of the negligent performance or failure or delay in performance of the Agreement.
 - (c) Any claim made against the Company by a third party for death, personal injury or damage to property arising out of, or in connection with the Services to the extent that the defect in the services is attributable to the acts or omissions of the Service Provider or its Personnel;
 - (d) Any claim made against the Company by a third party (including, for the avoidance of doubt, arising out of, or in connection with, any change to the rate of GST (including any composite rate of GST) applied to the Services; and
- 7.3. Notwithstanding anything contained in the Agreement, the Service Provider shall also fully indemnify and make the Company liable for any notices/ claims by any third party including the statutory/ governmental body for any concerns or questions or objections raised on the Company pertaining to the scope of work performed by the Service Provider under the Agreement.

8. **NOTICE**

Any notice to be given under this Agreement shall be in writing and shall be signed by the Party issuing the same and shall be addressed to the Company or Service Provider (as the case may be) at their respective addresses mentioned herein below or to such other address as the concerned party may inform the other Party in accordance with the provisions of this clause. Any notice issued by either of the Parties to the other and which has been served by the way of national reputed Courier/ registered post.

For Service provider: Cotecna Inspection India Pvt. Ltd.
Contact Person: Mr. Subrata Saha
1, Lee Road (3rd Floor), Kolkata – 700020

For Company: Travel Food Services Private Limited
Contact Person: Gaurav Dewan
Block-A South Wing 1st Floor Shiv Sagar Estate Dr. Annie Besant Road,
Worli, Mumbai 400018

9. **TERMINATION**

In case of any breach of the terms of the Agreement, either of the parties shall give 7 (seven) days of written notice to the defaulting party and in case such breach has not rectified by the defaulting party after receipt of the other party's written complaint, the other party has the right to terminate the Agreement, by giving Thirty (30) days prior written notice to the defaulting party.



10. **POST TERMINATION RESPONSIBILITY OF BOTH PARTIES**

On termination of this Agreement, Service Provider shall deliver to the Company all documents and any/all data, held by it. Service Provider shall arrange to demobilize its staff and arrange to remove its Staff and materials immediately after the expiry of the Notice period.

On termination of this Agreement, the Company shall be obligated to discharge their liabilities towards the Service Provider and clear the amount due under this agreement up until the date of the termination of this agreement provided the scope of work is to the satisfaction of the Company

11. **ASSIGNMENT AND SUB-CONTRACTING**

Service Provider shall perform its obligations under this Agreement and shall be not be permitted to assign and sub contract any of its rights and obligations provided hereunder.

12. **COMPLIANCE:**

Anti-bribery and corruption

- 12.1 The Service Provider shall at all times during the term of the Agreement comply with all applicable anti-bribery and corruption laws and regulations of India or any other applicable laws in the performance or purported performance of the Agreement and, in particular, shall not, either directly or indirectly, offer, promise, give, authorize the payment of or transfer a financial or other advantage to: (i) any public or government official in order to obtain or retain business and with the intention of influencing such official in their capacity as an official where such official is not permitted or required by written law to be influenced by the offer, promise or gift; or (ii) any other person with the intention of inducing or rewarding the improper performance of a function or activity.
- 12.2 Service Provider shall implement and at all times maintain suitable policies and procedures designed to prevent any activity, practice or conduct relating to the Agreement that would constitute an offence under any applicable Anti-Bribery Laws and shall procure that all of its staff/personnel shall at all times comply with all such policies and procedures.
- 12.3 Service Provider shall provide the Company with all reasonable assistance to enable the Company to comply with all Anti-Bribery Laws, including informing the Company of any request by a third party for payment of a bribe in connection with the Goods.
- 12.4 Service Provider shall disclose to the Company in writing, immediately on it becoming aware of the same, full details of any fact, matter, event or circumstance which does or might constitute a breach of this clause 12.1. Any failure by the Service Provider to perform its obligations under, or procure compliance shall be deemed to be a material breach of the Agreement by the Service Provider, such breach being incapable of remedy and giving the Company right to terminate the Agreement in accordance with clause 9 of this Agreement.
- 12.5 Without prejudice to the foregoing provisions of this clause 12.1, the Service Provider unconditionally and irrevocably agrees, as a continuing obligation on an after-tax basis, to



indemnify the Company in full against, and to pay on demand an amount equal to, any loss which the Company and their respective directors, officers, employees, successors and assigns may incur at any time or from time to time (whether by way of damages, settlement, costs or otherwise) and all costs and expenses (including legal fees and together with any applicable GST) in respect of, or as a result of, any actual or alleged bribery or breach of this clause by the Service Provider or any of its Personnel or any other person engaged by it in the performance, or purported performance, of its obligations under the Agreement.

13. **FORCE MAJEURE**

Neither party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable (a Force Majeure Event).

14. **CODE OF CONDUCT**

The Company's customers, landlords and Company's demand quality products and service at all times. Company also understand that when people are treated with respect, work in decent conditions and earn fair rates of pay, both they and their companies benefit from increased commitment and productivity and expect the same commitment from our business partners including the Service Provider.

The Code of Conduct therefore outlines the minimum requirements placed on the Company's Service Providers of goods and services concerning their responsibilities towards their stakeholders and the environment. The code of conduct can be found in Annexure III of this Agreement.

15. **MISCELLANEOUS**

- a) **Amendments:** Any provision of this Agreement may be amended if and only if such amendment is in writing and is signed by both Parties.
- b) **Waiver:** Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:
 - (a) Shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under the Agreement.
 - (b) Shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
 - (c) Shall not affect the validity or enforceability of the Agreement in any manner.



Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of the Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of the Agreement.

c) **Severability:** If any provision of the Agreement is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions of the Agreement which shall remain in full force and effect. If any provision of the Agreement is so found to be invalid, illegal or unenforceable, but would be valid, legal or enforceable if some part of the provision were deleted, the parties shall agree in good faith amendments to the provision in question to the extent necessary to make it valid, legal and enforceable and to secure for the parties rights and benefits which are as similar as possible to those provided for in the Agreement.

d) **Relationship:** The Parties are independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture or similar relationship. Neither Party is authorized to bind the other Party to any obligations with third Parties.

e) **Counterparts:** This Agreement may be executed in one or more original counterparts, all of which together shall constitute one Agreement.

f) **Non-Exclusive Right:** Service Provider's right to provide the services under this Agreement is not exclusive and shall not prevent the Company from granting a similar right to other Parties.

g) **Confidentiality and Secrecy:** The Service Provider acknowledges and agrees that all tangibles and intangibles information obtained, developed or disclosed including business information, the terms and conditions of this Agreement and process of Company relating to its business practices in connection with the performance of services under this Agreement shall be considered to be confidential and proprietary information ("confidential information"). The Service Provider agrees and undertakes that the confidential information shall not be used or permitted to be used in any manner except for the purpose performance of this Agreement and the Service Provider shall not disclose or part with the confidential information to unauthorized persons. The Service Provider shall ensure that their employees / delegates are bound by similar obligation to maintain secrecy in respect of confidential information. The Service Provider acknowledges that in the event of any breach of this clause by the Service Provider shall be liable to pay damages as may be quantified by Company. This clause will be operative until such time as the confidential information becomes publicly known.

h) **Intellectual Property Rights:** Service Provider shall not, at any time, without obtaining prior written permission, use the Company's or its affiliate's symbol, logo or photographs or any other description/depiction, which is reflective and/or associated with Company's identity or its affiliate's identity and the same will remain the exclusive intellectual property of Company. The Service Provider shall not use Company's or its affiliate's symbol, logo or photographs in any advertisement and other promotional materials aimed to promote the same during the tenure of this Agreement.



17. **GOVERNING LAWS AND JURISDICTION**

This Agreement is governed by and will be construed in accordance with the laws of India. The Courts at Mumbai alone shall have the exclusive jurisdiction to try all suits or proceedings, matters or things in connection with this Agreement.

IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date hereinafter mentioned.

FOR AND ON BEHALF OF COTECNA INSPECTION INDIA PRIVATE LIMITED		FOR AND ON BEHALF OF TRAVEL FOOD SERVICES PRIVATE LIMITED AND AFFILIATES	
Authorized Signatory (NAME & SEAL)	  Mr. Subrata Saha	Authorized Signatory (NAME & SEAL)	  Gaurav Dewan
Designation	Business Head, Certification & Training Services	Designation	Chief Operating Officer
Witness:	1.  Senior Manager - Technical Certification	Witness:	1. Sanjeev Mishra, GM Quality. 

Place: Mumbai

Dated:

ANNEXURE I

CHARGES FOR THE SERVICES

Company shall pay Rs.11,75,100/- (Rupees Eleven Lakh Seventy-Five Thousand and One Hundred only) (bifurcation below) to the Service Provider for the Services to be provided under the Agreement in the present calendar year (2023)

Region (Entity)	Central Kitchen	In-house bakery	Lounges with Satellite kitchen or separate satellite kitchen (in numbers)	Store	Number of Outlets	TOTAL	man-days and actual fees	Audit Fees (FSSAI & Hygiene) (In INR)	Travel and Accommodation (In INR)	Appx. Cost/Day and at actual (In INR)
KOLKATA	1	1	2	1	57	62	31	248000	24800	8800
Bhubaneshwar	1	0	2	1	15	19	9.5	76000	7600	8800
DELHI (T1)	0	0	0	0	1	1	1	8000	800	8800
DELHI (T3)	1	1	0	1	32	35	17.5	140000	14000	8800
CHENNAI	1	0	5	1	60	67	33.5	268000	26800	8800
MUMBAI	1	0	1	1	21	24	12	96000	9600	8800
MALS (Lounges)	0	0	4	1	2	7	3.5	28000	2800	8800
GOA	1	0	0	1	25	27	13.5	108000	54000	12000
BANGALORE		1	4		0	5	2.5	20000	2000	8800



OKHLA (Only HR Audit)					3	3	1.5	12000	1200	8800	
HARIDWAR (Only HR Audit)					5	5	2.5	20000	7500	11000	
TOTAL								128	1,024,000	151,100	9180

**It is understood and mutually agreed between the Parties that as a part of commercial arrangement, separate Agreement shall be entered between the Parties.*

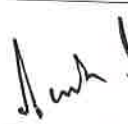

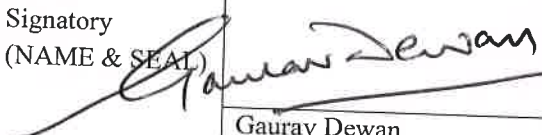



- In case of any revision in invoice which may lead to change in amount, the same may be through credit note / supplementary invoice.
- The Quoted price is exclusive of all the present and future applicable taxes. The present goods and services tax GST rate which is applicable on our services is 18% which will be charged extra
- This offer is based on the information provided by you in our questionnaire sent to you and his subject to change in the deviations are found at the time of audit or any other time
- Additional costs arising due to availing entry passes to Airports or will be borne by the Company
- Invoices will be raised after completion of audits and will be paid by Client within 15 days of invoice submission date. If any tax is deducted, the TDS Certificate will be provided to Cotecna at the end of every quarter.
- Other conveyance and incidental expenses like local conveyance, toll etc if any, shall be charged in our invoice
- No deduction will be made for travel, standby or any delay which are not caused by COTECNA India
- **Along with above the below points, following shall also be read together: -**
- All types of travel (local /outstation) expenses reimbursement will be done at actuals and this needs to be a part of the invoice raised for the respective entities.

Cotecna does not have local auditors in Goa and Hardwar for which accommodation charges are included in the total fees of Rs. 1175,000.

- In case follow-up audit required, the cost will be at the same rate of initial audit
- The company has to provide free safe and unrestricted access for COTECNA India Auditor to work at all times during the course of audit









- Contracts are only valid if the Client (TFS) has legally confirmed the “Declaration for
- If translations are prepared for the Client (TFS) for convenience reasons, it must be clarified in the proposal that the original COTECNA document is legally binding. In case of doubts or deviations the English version shall be binding

FOR AND ON BEHALF OF COTECNA INSPECTION INDIA PRIVATE LIMITED		FOR AND ON BEHALF OF TRAVEL FOOD SERVICES PRIVATE LIMITED AND AFFILIATES	
Authorized Signatory (NAME & SEAL)	  Mr. Subrata Saha	Authorized Signatory (NAME & SEAL)	  Gaurav Dewan
Designation	Business Head, Certification & Training Services	Designation	Chief Operating Officer
Witness:	1.  Senior Manager - Technical Certification	Witness:	1. Sanjeev Mishra, GM Quality. 

ANNEXURE II

SCOPE OF SERVICES

1. Conducting audits as per the FSSAI Mandatory audit and Hygiene Rating requirements for Catering Sector
2. Uploading the audit reports in FSSAI's Audit Management Portal (AMP) and Hygiene rating portal (HR)
3. Mandatory audit Frequency
4. Hygiene Rating Audit Frequency
5. Cotecna is liable to upload and share/ notify the report to FSSAI if required in right format
6. Since for the airport operation pass is a challenge, the auditor/s may have to report to airport prior to the audit schedule with the documents to get the pass
7. Due to the security challenge, pass section may not be operating all the time , basis on that the audit schedule may get change with prior intimation of 48hrs ago.
8. Opening & Closing meeting to be conducted before and after the audit respectively with the audit observations with duly signed

FOR AND ON BEHALF OF COTECNA INSPECTION INDIA PRIVATE LIMITED		FOR AND ON BEHALF OF TRAVEL FOOD SERVICES PRIVATE LIMITED AND AFFILIATES	
Authorized Signatory (NAME & SEAL)	  Mr. Subrata Saha	Authorized Signatory (NAME & SEAL)	  Gaurav Dewan
Designation	Business Head, Certification & Training Services	Designation	Chief Operating Officer
Witness:	1.  Senior Manager - Technical & Certification	Witness:	1. Sanjeev Mishra, GM Quality. 

ANNEXURE III

ETHICAL TRADE CODE OF CONDUCT AND HUMAN RIGHTS POLICY

1. The Company demands quality products and service at all times, and also expects the business partners to ensure that those products are produced ethically and sustainably. The Company understand that when people are treated with respect, work in decent conditions and earn fair rates of pay, both they and their companies benefit from increased commitment and productivity.
2. This Code of Conduct therefore outlines the minimum requirements placed on the Company's business partners concerning their responsibilities towards their stakeholders and the environment. Company defines their stakeholders as their employees, and also any employees of their sub-contractors. Company reserves the right to reasonably change the requirements of this Code of Conduct as necessary to keep up with relevant legislation and to reflect our sustainability targets and ambitions.

3. **Key Principles**

(i) **Workforce rights**

The people working for the Company's business partners are to be treated with respect, and their health, safety and basic human rights must be protected and promoted. Each business partner must strive to comply with the Ethical Trading Initiative base code (detailed below), which the Company has adopted as our international standard, and with all relevant local and national laws and regulations.

(ii) **Modern slavery**

The Company does not tolerate any form of slavery, forced labour or human trafficking within or business or our supply chain. The Company expects our business partners to have satisfactory processes for managing the risks associated with modern slavery within their business. All business partners are required to inform the Company immediately should they become aware of any actual or suspected slavery, forced labour or human trafficking in their business transaction or Services in respect of any products, services or component parts supplied to or services provided to the Company.

(iii) **Environmental standards**

The Company's business partners must act in accordance with the applicable statutory and international standards regarding environmental protection. The Company also encourage our business partners to:

- Monitor, measure and minimize environmental pollution and work to improve environmental performance where possible;
- Use manufacturing processes that:
 - are energy and resource efficient
 - contain minimal use of virgin or rare materials



- maximise use of post-consumer materials where possible
 - are non-polluting
 - recycle materials where appropriate
 - Report on these impacts and activities
- (iv) Sub contracting business partners who use subcontractors are responsible to ensure that any subcontractors are aware of the standards set out in this Code of Conduct or have an equivalent policy in place.
- (v) **Auditing and continual improvement**
- To ensure adherence and continual improvement against this agreement, the Company reserves the right to visit and assess our business partners' operations when it is deemed appropriate. The Company expects our business partner to support this process fully and also to encourage their own business partners to work to these principles. This policy will be reviewed by the Board on an annual basis.

ETHICAL TRADE CODE OF CONDUCT

THE ETHICAL TRADING INITIATIVE BASE CODE

4. **EMPLOYMENT IS FREELY CHOSEN**
- (i) There is no forced, bonded or involuntary prison labour.
 - (ii) Workers are not required to lodge "deposits" or their identity papers with their employer and are free to leave their employer after reasonable notice.
5. **FREEDOM OF ASSOCIATION AND THE RIGHT TO COLLECTIVE BARGAINING ARE RESPECTED**
- (i) Workers, without distinction, have the right to join or form trade unions of their own choosing and to bargain collectively.
 - (ii) The employer adopts an open attitude towards the activities of trade unions and their organisational activities.
 - (iii) Workers representatives are not discriminated against and have access to carry out their representative functions in the workplace.
 - (iv) Where the right to freedom of association and collective bargaining is restricted under law, the employer facilitates, and does not hinder, the development of parallel means for independent and free association and bargaining.
6. **WORKING CONDITIONS ARE SAFE AND HYGIENIC**
- (i) A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate steps shall be taken to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work,



by minimising, so far as is reasonably practicable, the causes of hazards inherent in the working environment.

- (ii) Workers shall receive regular and recorded health and safety training, and such training shall be repeated for new or reassigned workers.
- (iii) Access to clean toilet facilities and to potable water, and, if appropriate, sanitary facilities for food storage shall be provided.
- (iv) Accommodation, where provided, shall be clean, safe, and meet the basic needs of the workers.
- (v) The company observing the code shall assign responsibility for health and safety to a senior management representative.

7. CHILD LABOUR SHALL NOT BE USED

- (i) There shall be no new recruitment of child labour.
- (ii) Companies shall develop or participate in and contribute to policies and programmes which provide for the transition of any child found to be performing child labour to enable her or him to attend and remain in quality education until no longer a child; "child" and "child labour" being defined in the appendices.
- (iii) Children and young persons under 18 shall not be employed at night or in hazardous conditions.
- (iv) These policies and procedures shall conform to the provisions of the relevant ILO standards.

8. LIVING WAGES ARE PAID

- (i) Wages and benefits paid for a standard working week meet, at a minimum, national legal standards or industry benchmark standards, whichever is higher. In any event wages should always be enough to meet basic needs and to provide some discretionary income.
- (ii) All workers shall be provided with written and understandable Information about their employment conditions in respect to wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid.
- (iii) Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded.

9. WORKING HOURS ARE NOT EXCESSIVE

- (i) Working hours comply with national laws and benchmark industry standards, whichever affords greater protection.
- (ii) In any event, workers shall not on a regular basis be required to work in excess of 48 hours per week and shall be provided with at least one day off for every 7 day period on average. Overtime shall be voluntary, shall not exceed 12 hours per week, shall not be demanded on a regular basis and shall always be compensated at a premium rate.



10. NO DISCRIMINATION IS PRACTISED

- (i) There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation.

11. REGULAR EMPLOYMENT IS PROVIDED

- (i) To every extent possible work performed must be on the basis of recognized employment relationship established through national law and practice.
- (ii) Obligations to employees under labour or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labour-only contracting, subcontracting, or home-working arrangements, or through apprenticeship schemes where there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

12. NO HARSH OR INHUMANE TREATMENT IS ALLOWED

- (i) Physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation shall be prohibited.

The provisions of this code constitute minimum and not maximum standards, and this code should not be used to prevent companies from exceeding these standards. Companies applying this code are expected to comply with national and other applicable law and, where the provisions of law and this Base Code address the same subject to apply that provision which affords the greater protection.

APPENDIX : Definitions

Child: Any person less than 15 years of age unless local minimum age law stipulates a higher age for work or mandatory schooling, in which case the higher age shall apply. If however, local minimum age law is set at 14 years of age in accordance with developing country exceptions under ILO Convention No. 138, the lower will apply.

Young Person: Any worker over the age of a child as defined above and under the age of 18.






Child Labour: Any work by a child or young person younger than the age(s) specified in the above definitions, which does not comply with the provisions of the relevant ILO standards, and any work that is likely to be hazardous or to interfere with the child's or young person's education, or to be harmful to the child's or young person's health or physical, mental, spiritual, moral or social development.



ANNEXURE IV
LIST OF AFFILIATES

Sr.No	Entity Name
1	Travel Food Services Private Limited
2	Travel Food Services Kolkata Private Limited
3	Travel Food Services Chennai Private Limited
4	Travel Food Services (Delhi Terminal 3) Private Limited*
5	BLR Lounge Services Private Limited
6	Mumbai Airport Lounge Services Private Limited
7	TFS (R&R Works) Private Limited

**It is understood and mutually agreed between the Parties that as a part of commercial arrangement, separate Agreement shall be entered between the Parties.*

FOR AND ON BEHALF OF COTECNA INSPECTION INDIA PRIVATE LIMITED		FOR AND ON BEHALF OF TRAVEL FOOD SERVICES PRIVATE LIMITED AND AFFILIATES	
Authorized Signatory (NAME & SEAL)	  Mr. Subrata Saha	Authorized Signatory (NAME & SEAL)	 Gaurav Dewan
Designation	Business Head, Certification & Training Services	Designation	Chief Operating Officer
Witness:	1.  Senior Manager - Technical & Certification	Witness:	1. Sanjeev Mishra, GM Quality. 

ANNEXURE V

TERMS OF CONCESSION AGREEMENT

- The Service Provider shall maintain cleanliness of the standards acceptable to Airport authority..
- The Service Provider shall ensure green initiative approach and Good Industry Practice in carrying out the activities at airports. Airport Authority aims to be a plastic free Airport and hence does not recommend single use plastic across all regions.
- The Service Provider shall employ staff and personnel of good character and behavior, neat and courteous and shall ensure that they conduct services in a professional manner.
- The Service Provider shall not do any illegal or unlawful business or activities.
- The Service Provider shall not leave any waste material or other refuse in or near the outlet. The waste materials or refuse shall be removed with extreme care immediately to the designated "Waste Disposal Points" within the Airport. The waste materials should be segregated into bio degradable and non-bio degradable,
- The Service Provider shall not cause or suffer any damage to the outlets/ Terminal Building/ Airport due to any act or omission of the Service Provider or its representatives. If any such damage is caused, the Service Provider shall forthwith repair such damage or make the representative.
- The Service Provider or its representatives shall not at any time indulge in any corruptor criminal activity including smuggling of goods, selling duty free products in an open market at discounted prices and other such activities.
- The Service Provider shall not stock, sell, display or exhibit for sale any products, books, journals, magazine, newspaper, periodical, statue, idol, painting or any other objector thing which is or may be deemed to be obscene, indecent, immoral, improper or otherwise religiously sensitive and objectionable in character
- The Service Provider shall be complying with all the applicable laws and at all times adhere to the Good Industry Practice.
- The Service Provider shall at all times comply with and adhere to the instructions given by the Airport Health Officer (AHO). It shall further notify the Company to inform to AHO if any employee working for the Service Provider in the outlet of the Company is suffering or suspected to be suffering from any infectious or contagious disease.
- The Service Provider shall be solely responsible for obtaining Security Clearances from Bureau of Civil Aviation Security (BCAS) and furnish all necessary documents required to obtain BCAS security clearance, secure work permits and secure access passes for its employees. All employees/ representatives of the Service Provider shall be in possession of Airport Entry Pass (AEP) card in order to access to the Terminal Building or Security Zone Area in the Airport.
- *If the aforesaid covenants are not met by the Service Provider, Service Provider shall be solely liable and make good the loss suffered by Company for non-compliance and non-delivery of performance as stated by Airport Authority for fulfilling the obligations under the Agreement.*

