



महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई
प.मु.वि.क. ८०००९८
13 NOV 2023
सक्षम अधिकारी C

श्रीमती सुषमा चव्हाण

THIS STAMP PAPER IS PART OF
SERVICE AGREEMENT
DATED 1ST DECEMBER, 2023

BY AND BETWEEN

Equinox Labs Private Limited

AND

Semolina Kitchens Private Limited





महाराष्ट्र MAHARASHTRA

2023

CE 662834

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13 NOV 2023
सक्षम अधिकारी
श्रीम. एल. एस. सांगळे

SERVICE AGREEMENT

This Agreement made at Mumbai on this 1st day of December, 2023.

By and Between

Equinox Labs Private Limited, a company incorporated under the Companies Act, 1956, having its Registered Office at Equinox Center, R-65, TTC, Rabale, Navi Mumbai - 400701 through its Authorized Signatory Mr. Bhimkumar Prasad, 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

Semolina Kitchens Private Limited, a company incorporated under the Companies Act, 2013 and having its Registered Office at 504, Regus, Level-5, Caddie Commercial Tower, Hospitality District Aerocity Delhi, New Delhi 110037 hereinafter 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**.

1
[Signature]
[Signature]
[Circular Stamp: SEMOLINA KITCHENS PRIVATE LIMITED, MUMBAI]
[Circular Stamp: Semolina Kitchens Private Limited]

WHEREAS Service Provider is carrying on the business of providing Food, Water & Air Testing Services & Food Auditing.

AND WHEREAS Service Provider has agreed to provide Food, Water & Air Testing services as per "The Food Safety and Standards Act, 2006" and the rules and regulations (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.

AND WHEREAS the Service Provider has represented that it has requisite expertise and knowledge in providing the Services mentioned 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 at the location specified under Annexure II.

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)

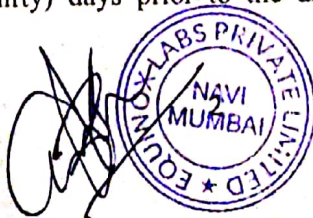
NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES

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**, 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.
- 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**)
- 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.

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 12 months effective from 2nd December, 2023 and expiring on 1st December, 2024 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**

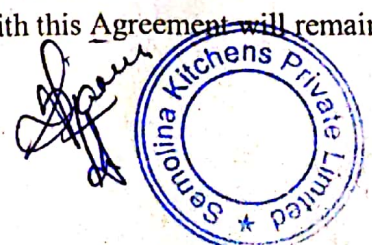
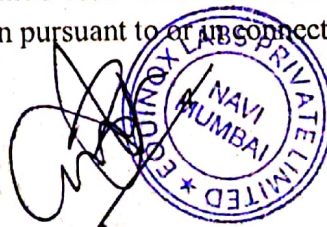
Unless terminated earlier, renewal instructions (if any) must be indicated at least 30 (thirty) days prior to the expiry of the existing agreement. Renewal of the Agreement will be done only on mutually acceptable terms in writing within one month of the date of expiry of the existing agreement.

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 Service Provider shall raise the invoice only after completion of the Services as mentioned under Annexure II and the Company shall pay the said charges through RTGS in favour of Service Provider within 30 days from the date of receipt of the invoice raised by Service Provider on the Company.
- 4.2 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.
- 4.3 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 a third party's intellectual property rights arising out of, or in connection with the services under this Agreement;
 - (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 breach, 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
 - (e) Any failure or delay by the Service Provider in performing its obligations under the Agreement.

5. SERVICE PROVIDER'S COVENANTS

- 5.1 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 The Food Safety and Standards Act, 2006 read with all necessary regulations, 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



6.1.2 It is

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** under the Agreement. 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 shall at its own cost ensure that all its employees/ personnel entering the airport for rendering the Services to the Company under this Agreement, wear uniforms and identity cards, representing the representatives of Coteena Inspection India Private Limited.
- 5.1.11 Service Provider shall at its own cost conduct the back ground verification of the employees/ representatives and provide the Company with the documents as mentioned under **Annexure IV** before any employee/ representative of the Service Provider enters the airport for providing the Services under the Agreement.
- 5.1.12 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 III** 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.
- 5.1.13 **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.

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 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:
- third party liability and the Company should be additionally covered under the third party liability employees' compensation and
 - Other insurances that may from time to time be required by the Laws of India.
- 6.1.5 Service Provider shall use 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 not engage in any criminal activity or any unethical practices.
- 6.1.9 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.

6.1 **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;



11.

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 due to breach of any terms of the Agreement including but not limited to gross negligence, fraud, willful misconduct. Service Provider further agrees to indemnify and hold harmless the Company, its officers, directors from all and any loss, claim, damages (including attorney cost and expenses) incurred by the Company, whether direct or indirect, against the notice/ order/ complaint raised by any person or governmental/ statutory/ regulatory authority pertaining to Services done/ rendered by the Service Provider and the Service Provider agrees that Company shall not be liable or responsible in any manner.

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: Equinox Labs Private Limited
Contact person: Mr. Bhimkumar Prasad
Equinox Labs, R-65, TTC, Rabale, Navi Mumbai - 400701.
bhimkumar@equinoxlab.com

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

9. **TERMINATION**

Only Company shall have the right to terminate the Agreement by giving 15 days' notice period to the Service Provider. In case of any breach of the terms of the Agreement, the Company shall give 7 (seven) days of written notice to the Service Provider and in case such breach has not rectified by the Service Provider after receipt of the Company's written complaint, the Company has the right to terminate the Agreement forthwith, without giving any further notice.

Not with standing any other provisions of this Agreement, in the event Company's Concession at Airport under Concession Agreement terminates for any reason, this Agreement shall terminate on the same day without any further notice.

10. **POST TERMINATION RESPONSIBILITY OF SERVICE PROVIDER**

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.

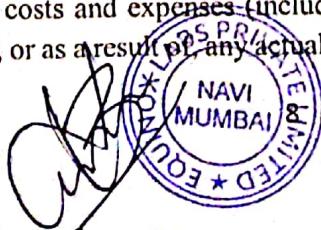
11. ASSIGNMENT AND SUB-CONTRACTING

Service Provider shall not have any right to transfer this agreement, including any obligation, rights, interest and/or claims arising thereunder, without the prior written consent of Company. Company shall have the right, without any restriction, to assign, novate or otherwise transfer, in any manner whatsoever, the rights, obligations or interests, arising out of or in relation to this Agreement, in favour of any affiliate/ associate company which is not a party to this Agreement, In the event that such transfer by Company necessitates any amendment/modifications to this Agreement, or executing a novation agreement, then the Parties shall cooperate with each other to effect such transfer”.

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.

- 12.6 Service Provider agrees to abide by the internal policies of the Company as referred under ssp-supplier-code-of-conduct-2023 final.pdf (foodtravelexperts.com)

13. FORCE MAJEURE

Neither party shall be liable to the other for any delay or failure in performing its obligations under the Agreement 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. 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 authorised 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) **Entire Agreement:** This Agreement constitutes the entire agreement with respect to the subject matter hereof and supersedes all prior written and oral agreements, understandings and negotiations between the Parties with respect to the subject matter of the Agreement. No representation, inducement, promises, understanding, condition, warranty not set forth herein has been made or relied upon by the Parties. Neither this Agreement nor any provision hereof is intended to confer upon any person other than the Parties to the Agreement any rights or remedies hereunder.

d) **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.

e) **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.

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

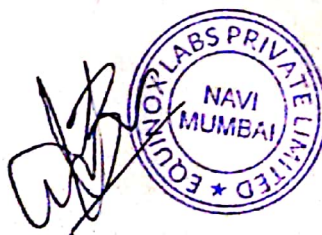
g) **Non-Exclusive Right:** Service Provider's right to provide the services under this Agreement is not exclusive and shall not prevent the Company from granting a similar right to other Parties.

h) **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.

i) **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.

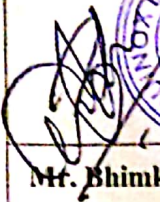

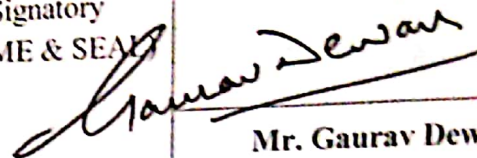

17. GOVERNING LAWS AND JURISDICTION

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.



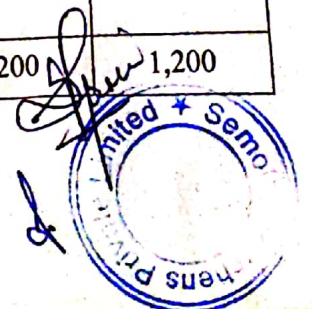
IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the date hereinafter mentioned.

SIGN HERE

FOR AND ON BEHALF OF EQUINOX LABS PRIVATE LIMITED		FOR AND ON BEHALF OF SEMOLINA KITCHENS PRIVATE LIMITED	
Authorized Signatory (NAME & SEAL)	  Mr. Bhinkumar Prasad	Authorized Signatory (NAME & SEAL)	  Mr. Gaurav Dewan
Designation	Associate Director - FNB Services	Designation	Director
Witnesses: 1. Mr. Sanket Shah - Assistant Manager FNB Sales		Witnesses: 1. Sanjeev Mishra- General Manager, Business Excellence	

ANNEXURE I
CHARGES FOR THE SERVICES

Sr. No.	Services & Parameters	Qty	MRP	Discounted Charges (Rs)	Total Cost (Rs)
1	Food Microbial TBC, Coliform, E Coli, Staph Aureus, Salmonella, Yeast & Mold	1	2,000	1,600	1,600
2	Water Test Calcium as CaCO ₃ , Chloride as Cl, Coliforms, Colour, E.coli, Electrical Conductivity, Magnesium as CaCO ₃ , Odour, pH-Value, Phenolphthalein, Alkalinity, Reactive Silica, Sulphate as SO ₄ , Taste, Total Alkalinity as CaCO ₃ , Total Bacterial Count, Total Dissolved Solids, Total Hardness as CaCO ₃ , Turbidity	1	2,500	2,000	2,000
3	Water IS 10500 90+ parameters without radioactive elements	1	12,000	8,000	8,000
4	Hand Swab TBC, Ecoli, Coliform	1	1,000	700	700
5	Radioactive in Water IS 10500	1	7,500	5,500	5,500
6	Quotation for food testing shelf life study per each pull-out- Appearance, Moisture, Coliform, E-coli, Salmonella, Staphylococcus aureus Per Phase	1	2,200	1,500	1,500
7	Quotation for Powdered Spices testing as per IS Standards-Lead as Pb Mercury as Hg Arsenic as As Cadmium as Cd Sudan I,II,III,IV	1	4,500	3,600	3,600
8	Quotation for Flours items- Moisture Total Ash Gluten Acid Insoluble Ash in dil HCL Rodent Hair and excreta	1	3,000	1,650	1,650
9	Quotation for Rice- Moisture Foreign Matter Other edible Matter, Damaged Grains Weevil led Grains Uric Acid	1	2,500	1,200	1,200
10	Quotation for Dals- Moisture		2,500	1,200	1,200



	Foreign Matter Other edible Matter Damaged Grains Weevil led Grains Uric Acid				
11	Quotation for Pulses-Moisture Foreign Matter Other edible Matter Damaged Grains Weevil led Grains Uric Acid	1	2,500	1,200	1,200
12	Quotation for Cereals- Moisture Foreign Matter Other edible Matter, Damaged Grains Weevil led Grains Uric Acid	1	2,500	1,200	1,200
13	Quotation for Oils- Appearance Odour Taste Color as visual appearance Iodine value, Saponification value Un saponification value Free Fatty Acid Peroxide value Test for mineral Oil Argemone oil Caster oil	1	6,000	4,000	4,000

General Terms & Conditions

- 1) GST will be applicable additionally. Currently @ 18%
- 2) Report TAT : 8-10 working days
- 3) The soft copy of reports will be sent via email and hard copy will be couriered
- 4) Payment Terms : 100% within 30 days from the date of Invoice; invoice to be raised after the reports are sent.



ANNEXURE II

SCOPE OF SERVICES

1. Scope of Work:

You* shall do the Microbiological, Physical and Chemical Test for Food. Water. Ice, Swab Test of Equipments and other food contact surfaces, Nutritional Labelling. Food Samples, Swab Samples, Water Samples and Ice Cubes(hereinafter referred to as the "Product") at Chhatrapati Shivaji International Airport, Mumbai Terminal 1, as required by the Company, from time to time. You shall submit the Reports subsequently during the tenure of this contract on the same terms and conditions as per this contract.

2. Delivery and Packaging:

You shall deliver the Report at no delivery cost to us at our units or outlets or such other location as may be specified by us from time to time and Report should be prepared on 7 Working days.

In case of any other requirement we will advise for testing schedule from time to time. All the Food Samples and Swab samples should be tested Prescribed by The Food Safety and Standards Authority of India (FSSAI) and NABL or any other appropriate authorities. No separate cost pertaining to packaging shall be charged upon us at any time

3. Management Requirements (Quality Audit):

The vendor should have a valid FSSAI license and NABL Certificates and shall comply with provisions of The Food Safety and Standards Authority of India (FSSAI) or any other appropriate authorities, including and the Lab will have Appropriate facilities in terms of the Following:

- You shall have Proper Environmental Conditions (Monitored and appropriate)
- You shall have sufficient separation between incompatible (Clean and Dirty) activities.
- Controlled access to the lab.
- You shall maintain hygiene of premises, Equipments, storage area, employees at all times.
- You shall provide NABL Certification Scope documentation (New Applied/ Renewed) NABL logo, & testing method on test reports.
- You should have enough qualified, trained and experienced staff to handle the testing jobs
- You shall have adequate infrastructure, equipment facilities to perform the tests
- You should response immediately in case of emergency during any analysis required regarding food poisoning incident investigation or failure of any critical test parameter result. There should be an authorized and competent person from the laboratory end who will response to immediate action.



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Laboratory sampling requirement:



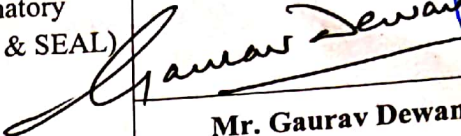
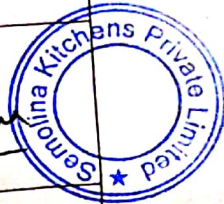
- Sampling should be performed by trained & technical person.
- Food sampler should be in proper PPE (apron, hand gloves, cap, nose mask), should carry IPA (70%) solution & appropriate tools for sample collection like clean, dry, leak-proof, wide-mouthed and sterile containers such as plastic jars or stainless metal cans, sterile nasco bags, swab stick, ice pack, insulated box etc.
- Sampling date, time, description of the sample like name, manufacturing date, quantity, storage condition etc, sampling location, food sampler name should be recorded properly & duly signed by both the parties.
- If you do not comply with the above parameters the Contract can be terminated immediately as per our sole discretion.

Laboratory sampling procedure:

- Food sample must be provided to the laboratory in it's actual pack size & sealed condition.
- If products are in bulk or in containers too large for submission to the laboratory, transfer representative portions to sterile containers under aseptic conditions.
- Clean, dry, leak-proof, wide-mouthed and sterile containers such as plastic jars or stainless metal cans of a size suitable for sample of the product or sterile nasco bags must be used.
- Take care not to overfill bags/containers or permit puncture by closure.
- Ask food sampler to deliver samples to the laboratory promptly with the original storage conditions maintained as nearly as possible.
- Ask food sampler to transport frozen or refrigerated products in approved insulated container with ice pack so that they will arrive at the laboratory unchanged.
- Dry or canned foods that are not perishable and are collected at ambient temperatures need not be refrigerated.
- Do not freeze refrigerated products.
- Swab sample to be collected through swab stick from 5cm x 5 cm square area (approx) from food handler hand or from equipment.
- Ice sample to be collected in sterile container through sterile ice scoop and to be transferred immediately in approved insulated box.
- Water sample to be collected in sterile plastic jars from the sampling location.
- Sample amount provided should be sufficient enough for the required analysis.
- All the samples should be tagged properly like sample name, sampling location etc for proper traceability.

(*You refers to Equinox Labs Private Limited, We refers to Semolina Kitchens Private Limited)



FOR AND ON BEHALF OF EQUINOX LABS PRIVATE LIMITED		FOR AND ON BEHALF OF SEMOLINA KITCHENS PRIVATE LIMITED	
Authorized Signatory (NAME & SEAL)	 	Authorized Signatory (NAME & SEAL)	 
	Mr. Bhimkumar Prasad		Mr. Gaurav Dewan
Designation	Associate Director - FNB Services	Designation	Director
Witnesses: 1. Mr. Sanket Shah - Assistant Manager FNB Sales		Witnesses: 1. Sanjeev Mishra- General Manager, Business Excellence	

ANNEXURE III

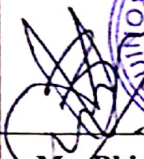
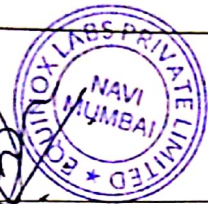
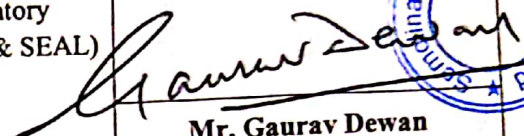

TERMS OF CONCESSION AGREEMENTS

- 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.



**ANNEXURE IV
LIST OF DOCUMENTS**

1. Copy of Adhaar Card.
2. Police verification Certificate
3. Company Id card
4. 2 passport size photographs

FOR AND ON BEHALF OF EQUINOX LABS PRIVATE LIMITED		FOR AND ON BEHALF OF SEMOLINA KITCHENS PRIVATE LIMITED	
Authorized Signatory (NAME & SEAL)	  Mr. Bhimkumar Prasad	Authorized Signatory (NAME & SEAL)	  Mr. Gaurav Dewan
Designation	Associate Director - FNB Services	Designation	Director
Witnesses: 1. Mr. Sanket Shah - Assistant Manager FNB Sales		Witnesses: 1. Sanjeev Mishra- General Manager, Business Excellence	