

## Term Sheet for Supply of Goods/ Services.

Sr. No.	Particulars	Description
1.	First Party	M/S SEMOLINA KITCHENS PVT LTD/ K HOSPITALITY a private limited company having registered office at Block-A, South Wing, 1st Floor, Shiv Sagar Estate, Dr. Annie Besant Road, Worli, Mumbai – 400018 <i>* K Hospitality refers to the companies as mentioned under Annexure III</i>
2.	Second Party	SAIBA, DOMESTIC AIRPORT, TRIVANDRUM-695008.
3.	Location	SEMOLINA KITCHENS PVT LTD, TRIVANDRUM INTERNATIONAL AIRPORT, CHACKAI, TRIVANDRUM-695008. Vendor shall deliver the Goods to COMPANY as per the location specified on Purchase order (PO) or the location as specified by COMPANY from time to time.
4.	Nature of Goods/ Services	STAFF FOOD Supplier is the manufacturer and packer of STAFF FOOD .
5.	Purpose of this Term sheet	<i>Vendor shall supply Goods to COMPANY at the location specified and on the terms and conditions as stated under the Term Sheet.</i>
6.	Term and Tenure	This Term Sheet shall be valid for a period of 12 months , effective from 1 April 2024 – 31 March 2025 , unless terminated in accordance with the terms of the Term Sheet.
7.	Obligations of Vendor	<ul style="list-style-type: none"> <li>- Vendor shall comply with all the applicable laws and regulations necessary for fulfilling the scope of the Term Sheet including but not limited to Food and Safety Standards and Authority of India Act, 2006, Legal Metrology, 2009 and rules and regulations thereby. In case of any breach/ non-compliance, Vendor shall be solely liable for the same and COMPANY shall in no way be made responsible or party to it. Further, Vendor shall indemnify COMPANY for any losses/ damage suffered by COMPANY due to breach/ non-compliance of any laws and regulations.</li> <li>- Vendor shall deliver the Goods within one day of the order placed. In case of any delay, COMPANY shall reserve the right to procure the similar Goods from other supplier and Vendor shall unconditionally pay the differential amount, including logistics cost to COMPANY.</li> <li>- Vendor shall at its own cost deliver the Goods to COMPANY. Logistics/ Transportation cost, as agreed with the Company shall also be borne by the Vendor.</li> <li>- Vendor shall ensure that, all the packaging of the Goods shall be uncontaminated, clean, dry, intact and sealed.</li> <li>- Vendor shall ensure that the Goods are prepared in hygienic conditions and using ingredients which are not harmful to consumers.</li> <li>- In case of any complaint pertaining to Goods, Vendor shall be solely responsible to redress the grievances of the consumer (Applicable for FG).</li> </ul>

*Saiba's*

*[Signature]*

8.	Quality Control and Audit	<p>a. All Goods supplied by the Vendor shall adhere to the quality standard as may be specified by the COMPANY, with the best industry practices, and all Applicable Laws, including the Food Safety and Standards Act, 2006, standards, codes and regulations issued by the Food Safety and Standards Authority of India, Legal Metrology Act, 2009 and rules and regulations and other application legislations. No aspect of the Goods shall be altered without the prior knowledge and agreement of COMPANY.</p> <p>b. Vendor shall provide the Certificate of Analysis or the report for the Goods supplied to COMPANY, as per the requirement of COMPANY.</p> <p>c. COMPANY reserves the right to audit the premises of Vendor by giving one day prior written intimation.</p>
9.	Shelf Life/ Expired Goods/ Return of Goods	<p>Vendor shall ensure that the Goods are supplied at a saleable condition with a minimum shelf life of 75% or as agreed below:-          If the total shelf life of the Goods is 3 month, while receipt of Goods at the location, minimum shelf life shall be more than equal to 75%.          If the total shelf life of the Goods is 6 month, while receipt of Goods at the location, minimum shelf life shall be more than equal to 60%.          If the total shelf life of the Goods is 12 months, while receipt of Goods at the location, minimum shelf life shall be more than equal to 50%.</p> <p>It is agreed between the Parties that:-</p> <p>a. In case it is found that Goods are damaged/ spoilt/ loss/ leakage/ shortfall or found defective during transportation or after receipt, Vendor Foods shall at its cost and transportation arrange to pick up the Goods from COMPANY location and refund or adjust the amount of such damaged/ spoilt/ defective Goods from the invoice or provide immediate replacement at its own cost and transportation.</p> <p>b. In case of expired Goods, Vendor shall at its cost and transportation arrange to pick up the Goods from COMPANY location and refund or adjust the amount of expired Goods from the invoice.</p> <p>c. Notwithstanding anything stated under the Term Sheet, COMPANY shall return the Goods which are expired and not used by the COMPANY on account of Force Majeure event, business loss, airport closure, business shut down, non-functioning/ operation of business of the COMPANY.</p>
10.	Supply Rate and Payment mechanism	<p>COMPANY shall make the payments within 30 DAYS date from the date of receipt of valid invoice and subject to receipt of Goods as required by COMPANY.</p> <p>Supply rate of Goods is as per Annexure I.</p>
11.	Confidentiality	<p>Both the Parties shall maintain confidentiality of all the information stated/ discussed, directly or indirectly under the Term Sheet.</p>
12.	Intellectual Property	<p>Both the Parties shall protect and not without written permission use the trademarks, copyrights, patents, wordmarks, design, logos (whether or not registered) of the other Party.</p>

*Saibans*

*[Signature]*

13.	Termination Clause	Both parties can terminate this term sheet by giving one month prior written notice to other party for any reason. However, COMPANY reserves the right to terminate this Term Sheet by giving shorter notice in case of any breach by the Vendor as mentioned under clause 7, 8 and 10 of this Term Sheet or in case of any direction/ order/ notification by any governmental body or Airport Authority of India.
14.	Indemnity	Vendor shall be responsible and liable for and shall indemnify COMPANY and keep COMPANY indemnified against any and all claims, liabilities, and damages, losses, suffered by COMPANY for breach of any terms of this Term Sheet. Vendor shall be solely liable for and shall indemnify COMPANY against any loss, claim or proceeding whatsoever, arising out of any statutory regulations, legislation or at common law in respect of any breach of this Term Sheet or in respect of any damage, injury to or death of any person after purchase of the Hamper  Vendor shall further be responsible and liable for and shall indemnify COMPANY and its respective directors, officers, employees and agents, and keep COMPANY indemnified against any actions, claims, demands, proceedings, fines, penalties, liabilities (whether criminal or civil), loss, cost, damages or expenses (including attorney and legal expenses) sustained either by COMPANY, or any third party as a result of:-  <ol style="list-style-type: none"> <li>1. Breach of any Confidential Information</li> <li>2. Breach of Intellectual Property Rights</li> <li>3. Breach of any laws and regulations</li> <li>4. Fraud or willful misconduct by Vendor or its employees/ representatives</li> <li>5. Any third party claim to COMPANY for any act performed by Vendor under the Term Sheet.</li> </ol>
15.	Binding	Both the Parties agree that the said Term Sheet is binding and legally enforceable.
16.	Force Majeure	In case of any Force Majeure Event, Vendor shall take back the Goods which are delivered and expired and shall refund the entire amount to the Company.
17.	Governing Law and Jurisdiction	This Term Sheet 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 Term Sheet
18.	Compliance	Vendor agrees that it shall abide by Anti Bribery and Corruption Policy and Code of Conduct of COMPANY as stated under Annexure II .

*Saibas*

*[Signature]*

Draft for Discussion

For SEMOLINA KITCHENS PVT LTD/ K HOSPITALITY




Authorized Signatory

Name: Mr. Puneeth Kumar

Designation: UNIT HEAD

For SAIBA



Authorized Signatory

Name : Ms. SAIBA

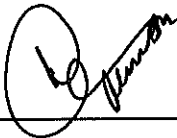
Designation : Proprietor

Annexure I

RATE OF THE GOODS

Item	Basic Rate	Tax%
Breakfast	47.5	5%
Normal Lunch	47.5	5%
Lunch with fish	76	5%
Chicken Biryani	95	5%
Dinner	47.5	5%

For SEMOLINA KITCHENS PVT LTD/ K HOSPITALITY



Authorized Signatory

Name: Mr. Puneeth Kumar

Designation: UNIT HEAD

For SAIBA



Authorized Signatory

Name : Ms. SAIBA

Designation : Proprietor

ANNEXURE II

ANTIBRIBERY AND CORRUPTION REPRESENTATION

The Supplier shall, and shall procure that its Personnel and any other persons who are engaged in connection with the supply of any of the Goods and who are "associated" with the Supplier shall, at all times during the term of the Agreement comply with all applicable anti-bribery and corruption laws and regulations 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, authorise 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.

The Supplier 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 laws and shall procure that all of its Associates shall at all times comply with all such policies and procedures.

The Supplier shall provide Company with all reasonable assistance to enable Company to comply with all applicable laws, including informing Company of any request by a third party for payment of a bribe in connection with the Goods.

The Supplier shall disclose to 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. Any failure by the Supplier to perform its obligations under, or procure compliance with this clause shall be deemed to be a material breach of the Agreement by the Supplier, such breach being incapable of remedy and giving Company the right to terminate the Agreement.

Without prejudice to the foregoing provisions of this clause, the Supplier unconditionally and irrevocably agrees, as a continuing obligation on an after-tax basis, to indemnify Company in full against, and to pay on demand an amount equal to, any loss which 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 Supplier or any of its Personnel or any other person engaged by it in the performance, or purported performance, of its obligations under the Agreement.

ETHICAL TRADE CODE OF CONDUCT AND HUMAN RIGHTS POLICY

1. The Company demand quality goods/products and service at all times, and also expects the business partners to ensure that those goods/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. We expect 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 supply chain in respect of any goods/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.

#### 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. 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.

#### 7. 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.



*Draft for Discussion*

For SEMOLINA KITCHENS PVT LTD/ K HOSPITALITY



Authorized Signatory

Name: Mr. Puneeth Kumar

Designation: UNIT HEAD

For SAIBA



Authorized Signatory

Name : Ms. SAIBA

Designation : Proprietor