



# Purchase Order

Order Number BLR/PO/23-24/001453

11-10-2023 14:12:12

### Shipped Location

BLR Wendy's

Terminal 2,Kempegowda Int.  
Airport, KIAL Rd, Devanahalli  
Bengaluru, India 560300  
India

### Contact Person

Contact No. 022-43224304  
E-Mail gaurav.bhagaliya@travelfoodservices.com

### ETA:

### Order Address

### Invoice Location

BLR Wendy's

Terminal 2,Kempegowda Int.  
Airport, KIAL Rd, Devanahalli  
560300  
India  
IN

022-43224304

gaurav.bhagaliya@travelfoodservices.com

Payment Terms Net 30 Days

GSTIN 29AADCB2762L1ZE  
No.

### Corporate Address

TRAVEL FOOD SERVICES PRIVATE LIMITED  
Block-A South Wing 1st Floor Shiv Sagar  
Estate  
Dr. Annie Besant Road, Worli Mumbai  
MUMBAI, 400018  
State 27  
State Name Maharashtra  
Comp GST No. 27AADCB2762L1ZI

Requisition No.

PO Entry Date 11-10-2023

Project ID GEN

PO Type Capex-NSO

Vendor No. V0001734

ANJLE MEP PROJECTS PVT LTD  
41/1407, 2nd floor DDA Flat Madangir New Delhi  
New Delhi, India 110062  
India

P.A.N. No. AAQCA8977K  
State Code

Vendor GST No. 07AAQCA8977K1ZP

Vendor Inv. No. 1

Vendor Fax No.

Vendor Email account.anjle@gmail.com

HSN\SAC											Total Tax	Total Amount	
SNo	Item Code	Code	Item Description	Description 2	Item Category	UOM	Unit Cost	Qty	GST%	VAT %	Excise	Amount(ININR)	(ININR)
1	7000068	84241000	Fire & Safety Services	Fire Fighting Work		NOS	1,50,230.00	1	18.00	0.00		0	150230.00
								Total Unit					1.00

Advance 70% along with work order RA BILL - Up to 95% after work completion & submission of invoice. Retention 5% DLP till completion of 6 months.

**Total Taxable INR**

**1,50,230.00**

Excise Amount

0.00

IGST Amount

27,041.40

Cess

0.00

a) Products to be Supplied by Supplier at own cost

b) Any deficiency in Documents and Process will be liability of the supplier only

c) Delivery schedule to be taken from the Buyer before Despatching the mater

d) PLEASE SEND THE ORIGINAL COMMERCIAL/GST INVOICE ALONG WITH THE MATERIAL TO THE DELIVERY ADDRESS.

e) The Payment of taxes will be Released once the Taxes is Credited to our Account or the GST Portal

0.00

**Total INR Incl. Taxes**

**1,77,271.40**

**Disclaimer** - Unless informed to us it is assumed that you are not registered as MSME with the respective government authority. If you have not yet provided the MSME details along with proof kindly provide the same at the earliest. Alternatively once you get registered then provide us relevant proof to update our records.



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Airport, KIAL Rd, Devanahalli

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560300

India

IN

022-43224304

gaurav.bhagaliya@travelfoodservices.com

Payment Terms Net 30 Days

GSTIN 29AADCB2762L1ZE

No.

## Corporate Address

TRAVEL FOOD SERVICES PRIVATE LIMITED

Block-A South Wing 1st Floor Shiv Sagar Estate

Dr. Annie Besant Road, Worli Mumbai

MUMBAI, 400018

State 27

State Name Maharashtra

Comp GST No. 27AADCB2762L1ZI

## Requisition No.

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New Delhi, India 110062

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P.A.N. No. AAQCA8977K

State Code

Vendor GST No. 07AAQCA8977K1ZP

Vendor Inv. No. 1

Vendor Fax No.

Vendor Email account.anjle@gmail.com

## Jogeswar Sahu

---

**From:** Gaurav Dewan  
**Sent:** 12 October 2023 19:07  
**To:** Binu Balachandran  
**Cc:** Trupti Dalvi; Murchana Devi; Amol Dandekar; Ranjandas S; Suraj Kumbhar; Shama Nair; Jogeswar Sahu; Lovejot Sekhon  
**Subject:** Re: BOQ for Firefighting system for Wendy's – Bangalore T2

Okay with me

**Best,**

Gaurav Dewan  
+91 96655 15000

---

**From:** Binu Balachandran <binu.balachandran@k-corp.in>  
**Date:** Wednesday, 11 October 2023 at 18:49  
**To:** Gaurav Dewan <gaurav.dewan@travelfoodservices.com>  
**Cc:** Trupti Dalvi <trupti.dalvi@travelfoodservices.com>, Murchana Devi <murchana.devi@travelfoodservices.com>, Amol Dandekar <amol.dandekar@travelfoodservices.com>, Ranjandas S <Ranjandas.s@blrlounge.in>, Suraj Kumbhar <suraj.kumbhar@travelfoodservices.com>, Shama Nair <shama.nair@travelfoodservices.com>, Jogeswar Sahu <jogeswar.sahu@travelfoodservices.com>, Lovejot Sekhon <lovejot.sekhon@travelfoodservices.com>  
**Subject:** RE: BOQ for Firefighting system for Wendy's – Bangalore T2

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear sir,

Request your approval on below work order for Wendy's fire fighting

Sr No	WO NO	Vendor Name	Company	Location	NSO/MNT	Outlet	Package	Wo-Value (B.Tax)	Approved Budget (B.Tax)	Advance	Sent for Approval
791	001453	Anjle MEP	TFSP	BLR T2	nso	Wendy's	Fire Fighting Work	150,230	255,658	70%	11-Oct

Regards

Binu Balachandran  
+91-8452876061

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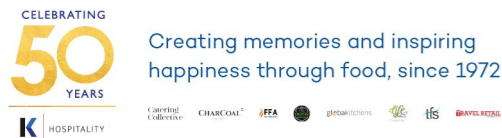
**From:** Shama Nair <shama.nair@travelfoodservices.com>  
**Sent:** Wednesday, October 11, 2023 2:30 PM  
**To:** Jogeswar Sahu <jogeswar.sahu@travelfoodservices.com>; Lovejot Sekhon <lovejot.sekhon@travelfoodservices.com>  
**Cc:** Trupti Dalvi <trupti.dalvi@travelfoodservices.com>; Murchana Devi <murchana.devi@travelfoodservices.com>; Amol Dandekar <amol.dandekar@travelfoodservices.com>; Ranjandas S <Ranjandas.s@blrlounge.in>; Suraj Kumbhar <suraj.kumbhar@travelfoodservices.com>; Binu Balachandran <binu.balachandran@k-corp.in>  
**Subject:** RE: BOQ for Firefighting system for Wendy's – Bangalore T2

Approved

Regards,  
Shama Nair

+91 9821053476

<http://www.k-hospitality.com/>



**From:** Jogeswar Sahu <[jogeswar.sahu@travelfoodservices.com](mailto:jogeswar.sahu@travelfoodservices.com)>

**Sent:** Wednesday, October 11, 2023 2:24 PM

**To:** Shama Nair <[shama.nair@travelfoodservices.com](mailto:shama.nair@travelfoodservices.com)>; Lovejot Sekhon <[lovejot.sekhon@travelfoodservices.com](mailto:lovejot.sekhon@travelfoodservices.com)>

**Cc:** Trupti Dalvi <[trupti.dalvi@travelfoodservices.com](mailto:trupti.dalvi@travelfoodservices.com)>; Murchana Devi <[murchana.devi@travelfoodservices.com](mailto:murchana.devi@travelfoodservices.com)>; Amol Dandekar <[amol.dandekar@travelfoodservices.com](mailto:amol.dandekar@travelfoodservices.com)>; Ranjandas S <[Ranjandas.s@blrlounge.in](mailto:Ranjandas.s@blrlounge.in)>; Suraj Kumbhar <[suraj.kumbhar@travelfoodservices.com](mailto:suraj.kumbhar@travelfoodservices.com)>; 'Binu Balachandran' <[binu.balachandran@k-corp.in](mailto:binu.balachandran@k-corp.in)>

**Subject:** RE: BOQ for Firefighting system for Wendy's – Bangalore T2

Dear Madam/Sir,

Request to approval for Fire Fighting System for Wendy's BLR T2.

Sr No	WO NO	Vendor Name	Company	Location	NSO/MNT	Outlet	Package	Wo-Value (B.Tax)	Approved Budget (B.Tax)	Advance	Sent for Approval
791	001453	Anjle MEP	TF SPL	BLR T2	nso	Wendy's	Fire Fighting Work	150,230	255,658	70%	11-Oct

Thanks & Regards,

Jogeswar Sahu

+91 9082949517

**From:** Nimisha Jadhav <[nimisha.jadhav@travelfoodservices.com](mailto:nimisha.jadhav@travelfoodservices.com)>

**Sent:** 11 October 2023 10:37

**To:** Kamal Saraf <[kamal.saraf@travelfoodservices.com](mailto:kamal.saraf@travelfoodservices.com)>; Binu Balachandran <[binu.balachandran@k-corp.in](mailto:binu.balachandran@k-corp.in)>; Sandeep Bhat <[sandeep.bhat@travelfoodservices.com](mailto:sandeep.bhat@travelfoodservices.com)>; Herambraj Sonawane <[mumbai.purchase1@k-corp.in](mailto:mumbai.purchase1@k-corp.in)>; Stephen P <[stephen.p@k-corp.in](mailto:stephen.p@k-corp.in)>; Capex Purchase <[capex.purchase@travelfoodservices.com](mailto:capex.purchase@travelfoodservices.com)>; Jogeswar Sahu <[jogeswar.sahu@travelfoodservices.com](mailto:jogeswar.sahu@travelfoodservices.com)>; Sarvesh Patil <[sarvesh.patil\\_kcorp@travelfoodservices.onmicrosoft.com](mailto:sarvesh.patil_kcorp@travelfoodservices.onmicrosoft.com)>; Sonali Dhadve <[Sonali.dhadve@k-corp.in](mailto:Sonali.dhadve@k-corp.in)>

**Cc:** Trupti Dalvi <[trupti.dalvi@travelfoodservices.com](mailto:trupti.dalvi@travelfoodservices.com)>; Murchana Devi <[murchana.devi@travelfoodservices.com](mailto:murchana.devi@travelfoodservices.com)>; Amol Dandekar <[amol.dandekar@travelfoodservices.com](mailto:amol.dandekar@travelfoodservices.com)>; Ranjandas S <[Ranjandas.s@blrlounge.in](mailto:Ranjandas.s@blrlounge.in)>; Shama Nair <[shama.nair@travelfoodservices.com](mailto:shama.nair@travelfoodservices.com)>; Lovejot Sekhon <[lovejot.sekhon@travelfoodservices.com](mailto:lovejot.sekhon@travelfoodservices.com)>; Suraj Kumbhar <[suraj.kumbhar@travelfoodservices.com](mailto:suraj.kumbhar@travelfoodservices.com)>

**Subject:** FW: BOQ for Firefighting system for Wendy's – Bangalore T2

Dear Team,

Please find attached BOQ for Firefighting system for Wendy's – Bangalore T2.

Kindly process the same on priority.

@Trupti – kindly upload same in safal on priority

Thanks & Regards,

Nimisha Jadhav

**From:** Amol Dandekar <[amol.dandekar@travelfoodservices.com](mailto:amol.dandekar@travelfoodservices.com)>

**Sent:** Wednesday, October 11, 2023 9:25 AM

**To:** Nimisha Jadhav <[nimisha.jadhav@travelfoodservices.com](mailto:nimisha.jadhav@travelfoodservices.com)>

**Cc:** Shama Nair <[shama.nair@travelfoodservices.com](mailto:shama.nair@travelfoodservices.com)>; Murchana Devi <[murchana.devi@travelfoodservices.com](mailto:murchana.devi@travelfoodservices.com)>; Ranjandas S <[Ranjandas.s@blrlounge.in](mailto:Ranjandas.s@blrlounge.in)>

**Subject:** BIAL T2 - Wendy's - T2 Arrival Forecourt | Revised Fire Package

Dear Nimisha

Kindly forward the same to purchase team for commercial enquiry. We need to place the order at the earliest.

Thanks

Best regards

Amol Dandekar

Summary of Fire Fighting System - Wendy's, BLR T2

SL No.	Description	Anjle MEP	Anjle MEP (R1)
1	Total of Fire Fighting Work	1,73,500	1,50,230

WENDYS							
BOQ FOR FIRE FIGHTING SYSTEMS				Anjle MEP		Anjle MEP (R1)	
Sr. No	Description	Qty	Unit	Rate	Amount	Rate	Amount
1	Providing, laying, jointing, testing and commissioning of G.I. 'C' Class pipes (IS:1239 (Part-I) including cutting,threading welding etc providing all malleable galvanized iron fittings conforming to IS 1879, viz. Flanges, bends, tees, elbows,reducers, unions, grooved couplings( as per FM approved and UL listed), supporting with G. I. clamps, hangers, M.S. brackets etc. including cutting holes and chases in brick or RCC wall / slabs and making good the same to the Approval of Architect / consultant,complete including painting with one coat of primer and two or more coats of synthetic enamel paint of approved make and shade. -All pipes joints will be threaded up to 50 mm dia pipes and above will be grooved couplings. (Welded joints not permitted). 2) Clevis hanger support for dia 25mm to 100mm dia pipe. 3) Supports (ISA-50x50x6mm thick) for dia 150mm pipe. 3) Channel support (ISMC 100x50x5mm thick) for dia 150mm multiple pipes.						
i)	25 mm dia.	30	RMT	1,050	31,500	920	27,600
ii)	32 mm dia.	5	RMT	1,150	5,750	1,050	5,250
iii)	40 mm dia.	5	RMT	1,450	7,250	1,420	7,100
iv)	50 mm dia. ( Subject to site requirements)	10	RMT	1650	16,500	1650	16,500
v)	65 mm dia. ( Subject to site requirements)	5	RMT	1850	9,250	1850	9,250
vi)	80 mm dia.	RO	RMT	2050		2050	
vii)	100 mm dia.	RO	RMT				
2	Providing , fixing testing and commissioning of concealed type FM approved and UL listed sprinkler heads 68 deg. Temp.(K-5.6)	9	No.	2050	18,450	2050	18,450
3	Providing , fixing testing and commissioning of pendent type FM approved and UL listed sprinkler heads 68 deg. Temp.(K-5.6)	RO	No.	950		930	
4	Providing , fixing testing and commissioning of upright type FM approved and UL listed sprinkler heads 68 deg. Temp.(K-5.6)	RO	No.	1050		1050	
5	Providing , fixing testing and commissioning of pendent type FM approved and UL listed sprinkler heads 79 deg. Temp.(K-5.6)-in kitchen	4	No.	1150	4,600	1150	4,600
6	Providing & fixing testing and commissioning of FM approved and UL listed SS Flexible pipe	13	No.	2250	29,250	2210	28,730
7	<b>FM approved and UL listed Gun metal chrome finished Ball valves (PN 25)</b> with fittings of screwedend type.						
i)	40 mm dia.	R.O.	No.	5,650		5,650	
ii)	32 mm dia.	1	Nos.	4,450	4,450	3,850	3,850
8	<b>FM approved and UL listed Butterfly Valves (PN 25)</b> with CI Body, Black Nitrile Body Liner and Nylon Coated SG Iron Disc with material and labour including hydraulic testing etc. complete as per drawing, specification & to the level of satisfaction of Site- Incharge.						
i)	150 mm dia.	R.O.	No.	10,500		9,500	
ii)	80 mm dia.	R.O.	No.	8,500		5,500	
iii)	65 mm dia. ( Optional subject to require at site )	1	No.	7,500	7,500	6,400	6,400
9	4kg capacity ABC type dry chemical powder fire Extinguishers with wall mounting brackets	4	Nos.				
10	6kg capacity K type fire Extinguishers with wall mounting brackets	2	No.				
11	4.5kg capacity CO2 type fire Extinguishers with wall mounting brackets	1	No.				
12	9Lit AR-AFFF type fire Extinguishers with wall mounting brackets	R.O.	Nos.				

13	FM approved and UL listed Flow switch on sprinkler distribution header on each floor with 2 SPDT contacts suitably rated, capable of the high pressure system and connected to fire alarm panel through cable.						
i)	150 mm dia.	R.O.	No.				
14	Ceasefire 5 Kg Ceiling Mounted Fire Extinguisher Clean Agent FE-36, <b>Zero ODP</b> , Stored Pressure Type, Pressure Gauge, Gross Weight 7.7 Kg, empty Weight 2.7 Kg, Can Height 264MM, Diameter 240MM, Discharge Time less than 8 Secs, Auto discharge mechanism on temperature rise, applicable on Class A,B,C and electrically started Fire, Can Construction : Deep drawn & Co2 Mig welded, Valve Construction : Forging & Machining, Internal Coating of Can : Epoxy Powder coating, External Coating of Can : Epoxy Polyester Powder coating, Sheet metal thickness : 2.0MM, <b>Helium Leak Detection Test, 5 Years Warranty-model no 1CH21CF</b>	R.O.	No.				
15	Dismantling existing sprinkler heads/pipes as shown in the layouts and make it workable as per requirements. ( Note- Existing ceiling services height apx. 3.6-4mt to be considered.)	50	RMT	780	39,000	450	22,500
	<b>SUB-TOTAL</b>						
	<b>GRAND TOTAL</b>				<b>1,73,500</b>		<b>1,50,230</b>
Note :	Taxes Extra as applicable.						



Summary of Fire Fighting System - Wendy's, BLR T2					
SL No.	Description	Anjle MEP	Anjle MEP (R1)	Banchmark Rate On KFC Work order No.001435	Budget Amount
1	Total of Fire Fighting Work	1,73,500	1,50,230	1,50,230	2,55,658

WENDYS									
BOQ FOR FIRE FIGHTING SYSTEMS									
Sr. No	Description	Qty	Unit	Anjle MEP		Anjle MEP (R1)		Banchmark Rate On KFC Work order No.001435	
				Rate	Amount	Rate	Amount	Rate	Amount
1	Providing, laying, jointing, testing and commissioning of G.I. 'C' Class pipes (IS:1239 (Part-I) including cutting,threading welding etc providing all malleable galvanized iron fittings conforming to IS 1879, viz. Flanges, bends, tees, elbows,reducers, unions, grooved couplings( as per FM approved and UL listed), supporting with G. I. clamps, hangers, M.S. brackets etc. including cutting holes and chases in brick or RCC wall / slabs and making good the same to the Approval of Architect / consultant,complete including painting with one coat of primer and two or more coats of synthetic enamel paint of approved make and shade. -All pipes joints will be threaded up to 50 mm dia pipes and above will be grooved couplings. (Welded joints not permitted). 2) Clevis hanger support for dia 25mm to 100mm dia pipe. 3) Supports (ISA-50x50x6mm thick) for dia 150mm pipe. 3) Channel support (ISMC 100x50x5mm thick) for dia 150mm multiple pipes.								
i)	25 mm dia.	30	RMT	1,050	31,500	920	27,600	920	27,600
ii)	32 mm dia.	5	RMT	1,150	5,750	1,050	5,250	1,050	5,250
iii)	40 mm dia.	5	RMT	1,450	7,250	1,420	7,100	1,420	7,100
iv)	50 mm dia.( Subject to site requirements)	10	RMT	1650	16,500	1650	16,500	1,650	16,500
v)	65 mm dia.( Subject to site requirements)	5	RMT	1850	9,250	1850	9,250	1,850	9,250
vi)	80 mm dia.	RO	RMT	2050		2050			
vii)	100 mm dia.	RO	RMT						
2	Providing , fixing testing and commissioning of concealed type FM approved and UL listed sprinkler heads 68 deg. Temp.(K-5.6)	9	No.	2050	18,450	2050	18,450	2050	18,450
3	Providing , fixing testing and commissioning of pendent type FM approved and UL listed sprinkler heads 68 deg. Temp.(K-5.6)	RO	No.	950		930			
4	Providing , fixing testing and commissioning of upright type FM approved and UL listed sprinkler heads 68 deg. Temp.(K-5.6)	RO	No.	1050		1050			
5	Providing , fixing testing and commissioning of pendent type FM approved and UL listed sprinkler heads 79 deg. Temp.(K-5.6)-in kitchen	4	No.	1150	4,600	1150	4,600	1150	4,600
6	Providing & fixing testing and commissioning of FM approved and UL listed SS Flexible pipe	13	No.	2250	29,250	2210	28,730	2210	28,730
7	FM approved and UL listed Gun metal chrome finished Ball valves (PN 25) with fittings of screwedend type.								
i)	40 mm dia.	R.O.	No.	5,650		5,650			
ii)	32 mm dia.	1	Nos.	4,450	4,450	3,850	3,850	3,850	3,850
8	FM approved and UL listed Butterfly Valves (PN 25) with CI Body, Black Nitrile Body Liner and Nylon Coated SG Iron Disc with material and labour including hydraulic testing etc. complete as per drawing, specification & to the level of satisfaction of Site- Incharge.								
i)	150 mm dia.	R.O.	No.	10,500		9,500			
ii)	80 mm dia.	R.O.	No.	8,500		5,500			
iii)	65 mm dia. ( Optional subject to require at site )	1	No.	7,500	7,500	6,400	6,400	6,400	6,400
9	4kg capacity ABC type dry chemical powder fire Extinguishers with wall mounting brackets	4	Nos.						
10	6kg capacity K type fire Extinguishers with wall mounting brackets	2	No.						
11	4.5kg capacity CO2 type fire Extinguishers with wall mounting brackets	1	No.						
12	9Lit AR-AFFF type fire Extinguishers with wall mounting brackets	R.O.	Nos.						

13	FM approved and UL listed Flow switch on sprinkler distribution header on each floor with 2 SPDT contacts suitably rated, capable of the high pressure system and connected to fire alarm panel through cable.								
i)	150 mm dia.	R.O.	No.						
14	Ceasefire 5 Kg Ceiling Mounted Fire Extinguisher Clean Agent FE-36, <b>Zero ODP</b> , Stored Pressure Type, Pressure Gauge, Gross Weight 7.7 Kg, empty Weight 2.7 Kg, Can Height 264MM, Diameter 240MM, Discharge Time less than 8 Secs, Auto discharge mechanism on temperature rise, applicable on Class A,B,C and electrically started Fire, Can Construction : Deep drawn & Co2 Mig welded, Valve Construction : Forging & Machining, Internal Coating of Can : Epoxy Powder coating, External Coating of Can : Epoxy Polyester Powder coating, Sheet metal thickness : 2.0MM, <b>Helium Leak Detection Test, 5 Years Warranty-model no 1CH21CF</b>	R.O.	No.						
15	Dismantling existing sprinkler heads/pipes as shown in the layouts and make it workable as per requirements. ( Note- Existing ceiling services height apx. 3.6-4mt to be considered.)	50	RMT	780	39,000	450	22,500	450	22,500
	<b>SUB-TOTAL</b>								
	<b>GRAND TOTAL</b>				<b>1,73,500</b>		<b>1,50,230</b>		<b>1,50,230</b>
Note :	Taxes Extra as applicable.								

To,  
ANJLE MEP PROJECTS PVT LTD  
41/1407, 2nd floor DDA Flat Madangir New Delhi New Delhi, India 110062India

GSTIN: 07AAQCA8977K1ZP

Sub: Work Order / Agreement for Wendy's, BLR T2

Kind Attn. M/S - Premkant Rajpoot

Dear Sir,

With reference to your quotation, and based on the discussions and email communications, we had with you. We are pleased to award the contract for the above mentioned works for Domino's international, GMR HOSPITALTY LTD. as per the drawings, specifications & bill of quantities (BOQ) prepared by the COMPANY/Architect and shared with you for our Project. The Terms and conditions which have been mutually discussed and agreed between us are enlisted below:

**Definitions:**

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

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

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

**Authority** means any regulatory, executive or other governmental body, any agency, department, commission, office, authority or a statutory body constituted pursuant to any legislation of the Government of India or of any political sub-division thereof, including planning and local government authorities and any authority having control over the grant of any Approval;

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

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

**Company** means TRAVEL FOOD SERVICES PRIVATE LIMITED

**Architects** means ANJLE MEP PROJECTS PVT LTD

**Contractor** means ANJLE MEP PROJECTS PVT LTD

**Defects Liability Period** is 6(six) Months from the date of Virtual Completion for commercial operations or such (extended period) beyond the said one year as may be needed for rectification of defective Works during which period the CONTRACTOR shall continue to be liable and responsible for all costs, expenses, claims including without limitation third party liabilities of whatsoever nature arising out of any defect or deficiency in the said Works carried out by the CONTRACTOR.

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

**Client** means TRAVEL FOOD SERVICES PRIVATE LIMITED

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

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

**Project** means the design, construction, installation, supervision, rectification and all other work and services required whatsoever to be carried out on behalf of the Company with regard to the fit out of the Premises including Works on the Premises;

**Project Manager / Project Manager Consultant (PMC)** means the person or company appointed as such to act as the PMC (the "PMC") and is authorized to act on behalf of the Company in all day-to-day activities including the management, supervision,

progress monitoring and certification of all invoices for the entire project. The PMC shall be the single point of contact for taking clearances and making decisions in consultation with the Company's Representative/Consultants.

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

**Works / Products** means the rendering, performance and/or delivery of all of the goods and/or services collectively to be rendered, performed and/or delivered by the CONTRACTOR for the purposes of the Project, which may include but shall not be limited to design, development, manufacture, supply, carriage or transportation, delivery, assembly, construction, fabrication, installation, modification, commissioning and/or complete testing.

## 1. Execution of the Works

- a. The CONTRACTOR shall duly execute and complete the Works in accordance with this Agreement, including, inter-alia, construction program, drawings and specifications to the reasonable satisfaction of the Company/PMC and in conformity with all reasonable instructions and rules regulating the due performance of the Works. The Contractor shall do and perform all other acts and things mentioned or described or may be necessary for the completion of the Work and at the times and in the manner and subject to the terms and conditions or stipulations mentioned in this Agreement.
- b. If the rate of progress of the Works or any section thereof is at any time, in the sole opinion of the Authorized Representative/PMC, unsatisfactory such that the CONTRACTOR may not be able to ensure completion by the date as specified in the Schedule or any agreed extended date, the Authorized Representative/PMC may so inform the CONTRACTOR in writing and the CONTRACTOR shall within Three (3) days take such steps and provide such additional resources as necessary to expedite the completion of the Works or any section thereof. The CONTRACTOR shall inform the PMC / Company in writing of such proposed steps and such additional resources.
- c. If in the sole opinion of the Authorized Representative/PMC, the steps being taken or proposed and the additional resources being provided or proposed by the CONTRACTOR are or may not be adequate to ensure completion by the date as specified in the Schedule or any agreed extended date, the Authorized Representative/PMC shall either direct the CONTRACTOR to take such further steps or provide such additional resources as the Authorized Representative/PMC considers necessary.
- d. The CONTRACTOR shall not be entitled to additional payment in complying with Clause 1 (b) and/or 1 (c).
- e. In the event of failure by the CONTRACTOR to comply with the Authorized Representative's / PMC's direction within three (3) days being given pursuant to Sub-Clause (b), the PMC may on behalf of the Company, take such steps and/or provide such additional resources and the costs thereof shall be borne by the CONTRACTOR. The Company shall deduct the costs of the same from any sums payable to or due to the Contractor under the terms of this Contract. Notwithstanding any steps or provision of additional resources by the PMC under the provisions of this Clause, the Contractor shall remain fully responsible for all its obligations under the terms of this Contract including for such steps or additional resources called for by the PMC.
- f. Time is the essence of this contract. The Contractor shall ensure the completion of the works within the stipulated time frame, provided however that all decisions, drawings, details and approval on material, mockup, samples etc are given within 2-3 day's time from the date of receipt by the PMC/Authorized Representative. Similarly any specialized items to be provided by contractor under this work order should be available within a lead time of maximum one month and such item should be finalized by all concerned within 3-4 days time from the issuance of this work order. The Contractor shall submit to the Company a bar chart indicating date wise programs for completion of various items of work. In case of deviation from the bar chart at any stage action should be taken in accordance with clause 1 (a), 1 (b), and 1 (c) to cover up the delay, if any, for which no extra claims will be entertained.
- g. If the progress of work is not satisfactory in the sole opinion of the Authorized Representative/PMC, and the CONTRACTOR is unable to take necessary concrete steps or additional resource to expedite and complete the work according to the dates mentioned in master construction schedule or bar chart which is submitted by CONTRACTOR then the PMC shall be free to recommend to the Company to terminate the contract and/or carry out the remaining works through another agency at the CONTRACTOR's risk and cost.

## 2. Scope of work:

Scope of work covered under this contract shall be to provide Fire Fighting System Work at the Premises. Final negotiated BOQs is attached as annexure - I. Items of work required to be carried out shall be, briefly, but not limited to, providing and applying / laying, installing, testing and commissioning including the following:

- a. Contractor shall be responsible for the accuracy of successful execution of BOQ as per approved drawings.
- b. All the work is strictly to be executed in accordance with the detailed drawings and BOQ items and specifications, issued by Architects, and the relevant Indian Standard specification in force from time to time unless the contract documents provide for any special specifications and manufacturer's specifications for the specialized item. Please refer Annexure I attached to and forming part of this Agreement for requirements as given by GMR HOSPITALTY Ltd.
- c. CONTRACTOR's services shall include the following:

### Execution and issue management

- Undertake preparatory activities at site such as demolition of wall, dismantling of wooden partition, false ceiling, conduits etc., amongst others, as required for commencement of Works, which will be subject to the final GFC drawing package officially circulated by the client.
- Ensure materials used are identical in terms of quantity and quality as mentioned in the Bill of Quantity or Approved by Architect/COMPANY.

- Manage the Works site and execute Works as defined in drawings and BOQ. CONTRACTOR to execute site Works as per the construction schedule instruction from the COMPANY.
- Escalate issues / bottlenecks and concerns to Authorized Representative/PMC on the same day and provide support in expediting the same. Any delay in raising issues / bottlenecks and concerns on part of the CONTRACTOR shall not be considered as part of agreed time schedule.
- Escalate site requirements to Authorized Representative/PMC.

#### Billing

- Request Authorized Representative/PMC to take joint measurements for the purpose of preparation of bills by CONTRACTOR.

#### Commissioning and support during commissioning

- Test, prove performance and commission developed Works, if applicable.
- Support COMPANY in commissioning of the entire scope of work in this contract for Project

#### Maintaining site and security of material/inventory

- Ensure site is maintained in the given condition without damage to property.
- Maintain security of material and inventory stored at site.

### **3. Contract Value :**

The value of this contract is estimated at Rs 150230  
One Lakh Fifty Thousand Two Hundred Thirty Rupees Only  
on the basis of estimated quantities of work and rates, and the discount agreed to between us, as per attached BOQ/Annexure to this work order and summary appended .

It is being clarified that for the Materials where Basic Rate is provided in BOQ, the Contractor will provide rates in case of an increase in the rate as against to the rates as specified in the BOQ at-least 10 days before procuring the material. If Company is in a position to arrange the material from an alternate vendor at a lower rate as compared to those provided by Contractor then Contractor can be asked to procure the material from such alternate vendor. The Company will organize comparative quotes from reputed vendors for assured quality. The final value of the contract shall be arrived at, based on the actual quantities of work executed reckoned at agreed unit rates and such lower rates as applicable for Materials where Basic Rate is provided in BOQ.

The final value of the contract shall be arrived at, based on the actual quantities of work executed reckoned at agreed unit rates and such lower rates as applicable for Materials where Basic Rate is provided in BOQ.

The rates quoted in the annexed BOQ are inclusive of cost of material, transport charges, labor, storage facilities, site offices, standing scaffoldings, overheads, profit, safety compliances, airport compliances, labour law compliances, coordination charges for nominated sub-contractors' works etc. Cost of preparation of Shop Drawings of item indicated, As Built Drawings, Guarantees, Warrantees and any all documentation required is included in the rates and forms part of this Work Order. Similarly, all costs for rectification and reconstruction of items for work during construction and during the period of Defects Liability shall be deemed to be included in the rates quoted in the BOQ.

It is also expressly understood that CONTRACTOR has taken into account all factors for completing the Works in all respects while fixing the rates for different items. No amount other than what is agreed hereunder shall become payable to the CONTRACTOR and the CONTRACTOR alone shall be exclusively responsible and liable for the same.

### **4. Work Schedule :**

The CONTRACTOR shall complete the Works as follows:

Date of completion period : 0 from award of work order.

Date of Commencement : 0

Period of Completion of work : Works must be completed and handed over to the satisfaction of Company within committed deadlines as agreed in this Work Order.

This completion period includes all holidays including weekly holidays, local and public holidays and other non-working days and also includes time required for getting passes and other pre-preparatory works required for commencing the Project. Closure of airport by CISF due to unforeseen circumstances / VIP movement will not be included in the completion period.

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

The Scheduled dates are the maximum periods for completion of the Works as specified. However, on analysis of the detailed execution activities, to be submitted by the CONTRACTOR, the Scheduled dates may be adjusted in writing, based on mutual consent between the COMPANY and the CONTRACTOR

## 5. Payment Terms:

Advance Payment - 70% along with work order RA BILL - Up to 95% after work completion & submission of invoice.  
Retention 5% DLP till completion of 6 months.

## 6. Measurements & Billing Process:

### A – Measurements

Joint measurements shall be conducted to evaluate the Work performed. The CONTRACTOR shall intimate the Authorized Representative/PMC for joint measurement dates, 2 (two) days in advance. The Authorized Representative/PMC will certify the invoice based on the certification / notations indicating the actual work performed

The CONTRACTOR shall raise Running Account (RA) bills on the COMPANY, through the completion of the Works. The invoice shall be supported with:

- A covering note outlining the work performed and references to the corresponding progress reports along with dates for joint measurement with alternatives, to measure work, claimed to have been performed.
- Work measurement sheets duly approved by Authorized Representative/PMC.

### B – Billing

CONTRACTOR shall submit all invoices in Original duly certified by Authorized Representative/PMC for payment. The invoices should be a Tax Invoice wherever applicable and should bear a unique serial number. Invoice should clearly indicate suppliers address, GST Nos (from where the delivery is being done), HSN Codes, Service Tax No / PAN No.

All Invoices should clearly mention the site address along with the billing address of the Company. All invoices should clearly split the amount of billing into the Basic amount and all types of tax components identified separately. All invoices shall be supported with original purchase bills for the material purchased by the CONTRACTOR and billed against the invoice. The COMPANY reserves the right to call for all original delivery challans of all materials and supplies duly reconciled with final measurement sheets. CONTRACTOR shall ensure that all delivery challans and material returns notes are acknowledged/ approved by Authorized Representative/PMC

Billing schedule shall be as follows:

Advance Payment - 70% along with work order RA BILL - Up to 95% after work completion & submission of invoice.  
Retention 5% DLP till completion of 6 months.

COMPANY can ask again to take joint measurement by CONTRACTOR and PMC in case of any discrepancy found.

- Final bill – after completion of all Works along with submission of approved measurements, completion of hand over including resolution of snag list, O & M Manuals (if any), As built drawings, Guarantees, Warranty and all other submission as required. Final bill to be submitted within 30 (Thirty) days of completion of all Works including snag list resolution. The same shall be paid within 30 working days from the date of submission of Project Manager/PMC

certified Final Bill by CONTRACTOR to Authorised Representative. PMC will be instructed to certify Final Bill within 7 to 10 days of submission by Contractor.

Any running / final invoice not conforming to the requirements stipulated above will be returned for resubmission after correction.

#### 4. Extra Items:

Extra items means items of work not covered in the BOQ. The CONTRACTOR shall take prior approval from COMPANY before commencing any work related to any extra Item. Company may ask rate analysis of all such items. The CONTRACTOR shall execute the Work only after rates for such Extra Items are duly approved by the COMPANY. Payment for such Extra Items shall be made along with RA Bills.

It is hereby noted that the CONTRACTOR have clearly examined and understood the overall BOQ of this Work Order for the above mentioned project. It is agreed that both Contractor & TFSPL will make best efforts and bring down the outflow spend arising from such extra items.

#### 5. Retention:

Retention shall be deducted at 5% (Five Percent) of the contract value from the final bill. The retention shall be returned against the retention bank guarantee (of amount equal to retention) to be furnished by the Contractor of the amount being returned the end of Defects Liability Period, as defined in clause 4. The retention bank guarantee shall be valid up to 6(six) Months from the Virtual Completion or such extended period to cover the Defect Liability period

#### 6. Payments:

Once the invoice is received by Authorised Representative at Corporate Office, and is complete in all respects, after it is checked and certified, applicable payments shall be released as per clause no 7 and 8. The payment shall be subject to deduction of tax at source under Direct and Indirect Tax Acts, as applicable from time to time.

#### 7. Liquidated Damages:

The CONTRACTOR shall pay liquidated damages as under, for any delay in the physical completion of the works

5% of the contract value for delay during Week 1  
7.5% of the contract value for delay during Week 2  
10% of the contract value per week for delay from Week 3 onwards.

The CONTRACTOR agrees that the liquidated damages are a genuine pre-estimate of the loss suffered by the Company and not in the nature of penalty.

Liquidated damages shall be levied after having given sufficient time to contractor for providing their justification and clarification to Client's management against any deduction and written consent of contractor agreeing to the deductions.

Except for following delay not attributed to ANJLE MEP PROJECTS PVT LTD

- Any delay due to Airport related issues like stoppage of work due to VIP movements, security, Permissions, etc will be considered.
- Also delay due to Decision makings, approvals will be considered.
- If any extra work beyond BOQ is assigned, extra working days might be provided.

#### 8. Reporting & Escalation Matrix:

The CONTRACTOR shall also have to report any deviations, issues and bottlenecks to the **Authorized Representative/PMC as**

appointed by TRAVEL FOOD SERVICES PRIVA and same applies for our representative while corresponding with ANJLE MEP PROJECTS PVT LTD

However in case any deviations, issues and bottlenecks is not getting resolved within given timeframe and causing delay in meeting project deadlines, the authorized representative of either companies can escalate the subject matter to higher management for solutions and completion of work as per escalation matrix below.

#### TRAVEL FOOD SERVICES PRIVATE LIMITED

Escalation 1 – Mr. Amol Dandekar  
Escalation 2 – Ms. Shama Nair

#### ANJLE MEP PROJECTS PVT LTD

Escalation 1 – M/S - Premkant Rajpoot  
Escalation 2 – 0

#### 9. Specifications:

The CONTRACTOR shall adhere to the drawings, specifications and BOQ as prepared and circulated by COMPANY / Architects on behalf of Company. The CONTRACTOR shall be bound to deliver the quality standards defined by the COMPANY / COMPANY'S representatives / Architects. It is understood that the CONTRACTOR shall implement all quality standards required and deemed necessary to ensure quality of finished Works of highest standards.

#### 10. Other contractors at Site:



The CONTRACTOR shall co-ordinate and co-operate with other contractors, sub-contractors etc. at site, if any, and facilitate co-ordination, facilities and assistance to execute the sequential work in this Project. No claim for compensation whatsoever shall be entertained by the Company for delay of work on this account. It is incumbent on the part of the Contractor to be physically present on site once a week for weekly review of progress made by the project team and to take such remedial measures for course correction as may be required.

#### **11. Contractor's Responsibility:**

The CONTRACTOR shall take utmost care to control the noise levels at site. The CONTRACTOR shall be responsible for all the activities of the employees / workers at the construction site. Any complaints arising out of CONTRACTOR activities at site including injury or damage to the third party or his property etc. shall be the sole responsibility of the CONTRACTOR and the Contractor shall protect itself and the Company by covering the aforesaid risks with adequate comprehensive all risks insurance. CONTRACTOR shall take CAR policy for the said works. In addition the Contractor shall comply with all the applicable provisions of law governing such contracts including applicable provisions of labor laws as provided hereunder.

#### **12. Labor Law:**

The CONTRACTOR shall comply and abide in all respects with the provisions of all statutes, Rules, and Regulations applicable to the Contractor's employees, labour, and workers and to its subcontractors including but not limited to, Minimum Wages Act, Payment of Wages Act 1948, Employees Liability Act 1938, Employees Compensation Act 1923, Industrial Disputes Act 1947, Contract Labor (Regulation & Abolition) Act 1970, Employee State Insurance Act 1948, Employees Provident Fund and Miscellaneous Provisions Act 1952, Payment of Bonus Act 1972, Factories Act, Workmen Compensation Act, and the Rules made thereunder etc. The Contractor is further presenting that there is no inquiry /investigation pending by the Police as against the Contractor or its employees. As per the labor welfare legislation, the Contractor has separate code number under the schemes of Provident Fund and Employee State Insurance. The Contractor shall be solely responsible for payment of salaries, wages and other legal dues of the employees, labour and workers employed by the Contractor for the purpose of rendering services under this Agreement. The CONTRACTOR shall indemnify the COMPANY against any and all legal action, proceedings, claims and expenses arising from any non compliance in this respect and in respect of any payments to be made under the said Law.

The CONTRACTOR shall maintain proper books, accounts, records, and documents and and comply with all statutory Rules and Regulations which are applicable to the Contractor for fulfillment of the terms of this Agreement. The Contractor shall maintain all required statutory registers and records under various labor rules and clause to submit all returns to appropriate authorities as required under law. The CONTRACTOR shall submit the details of labor employed every day, trade wise if so desired by the COMPANY. The CONTRACTOR shall be solely responsible for adequacy of workmen to execute the work within the stipulated period and according to the program of the work and increase the strength whenever required at his own cost, to speed up the work if it be lagging behind. CONTRACTOR shall not employ any Child Labor at site.

The CONTRACTOR shall take an Insurance Policy covering the entire scope of work at their own cost, against all risks including without limitations, risks of third party liabilities such as personal injury, loss of life and any damages caused during the performance and upto the successful completion of defect liability period. A copy of the policy shall be submitted to the COMPANY. The Contractor shall be responsible to meet any liability arising out of bodily injury or death of his employees/workmen and shall take Workmen Compensation adequately covering any compensation that may be due to such injured/deceased employee or workmen. **The Contractor to submit the copies of all the Insurance policies like Workmen Compensation & Third party liability before commencement of work.**

#### **13. Safety Precautions:**

The CONTRACTOR shall take all the necessary, mandatory and standard safety precautions for the safety of his workmen and obtain insurance cover for the work, workmen and any possible damages associated with the Project.

- The CONTRACTOR shall depute HSE person and shall ensure is available on site round the clock.
- The CONTRACTOR shall always maintain hazard free and safe working environment.
- The CONTRCATOR shall ensure all the workers are wearing safety shoes, jackets, harnesses, helmets etc. all time within the construction premises.
- **Safety guideline annexure attached, contractor will have to sign this prior to commencement of work.**
- The CONTRCATOR shall ensure its employees, labour, and workers and to its subcontractors including but not limited to, shall maintain neat and clean working environment and surroundings of the airport free from any clutter, garbage, damages, spillage and any other such which shall act as hindrance and nuisance to airport environment.
- The CONTRACTOR shall ensure its employees, labour, and workers and to its subcontractors including but not limited to, possess and consume any type of illicit product such as alcohol, tobacco, pan & gutkha, drugs or any such products at the working site and in the premises of the airport.
- The CONTRACTOR shall be responsible and borne all the liabilities, penalties, fines etc. towards any safety violations by its employees, labour, and workers and to its subcontractors including but not limited to, for non-adherence of airport safety guidelines. A fine of INR 500/- will be levied per instance of any violation in HSE requirement.
- Separate Annexure has been attached for Covid 19 guidelines and checklist to be followed during execution of the works.

#### **14. Sufficiency of Offer :**

It is expressly understood that CONTRACTOR'S representatives have visited the site of work and have acquainted themselves of the conditions thereof. The COMPANY shall hand over the site to the CONTRACTOR and CONTRACTOR shall remain responsible

throughout the Contract execution period to keep the site free of any encroachments or encumbrances, to enable the CONTRACTOR to execute the Works peacefully.

The COMPANY shall provide the following facilities to the CONTRACTOR:

- Paid one point of temporary Power supply will be given. Further distribution and temporary meter along with ELCB shall be done by CONTRACTOR at his own cost, to be reimbursed by the client as per actuals.
- Paid one point of temporary Water supply. Further distribution along with pump, storage facility etc. would be done by CONTRACTOR at his own cost, to be reimbursed by the client as per actuals

The COMPANY shall give routine site instructions to the CONTRACTOR which will be recorded in Site Instruction Book and signed by the Authorized Representative/PMC. No verbal instructions will be entertained or paid for by the COMPANY. The CONTRACTOR shall coordinate with the Authorized Representative/PMC for execution related queries.

#### **15. Handover to COMPANY**

The COMPANY will prepare a snag list of defective and pending items to be completed by the CONTRACTOR. Handover of the Works to the COMPANY will be done when the snag list is resolved in its entirety and the Project shall be deemed to be complete only on and from the date of rectification of the snag list. It is, however, agreed between the parties hereto that the Company shall be entitled to commence its commercial operations at and from the Project Premises even if the snags have not been completely rectified.

#### **16. Copyright and confidentiality :**

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

#### **17. Indemnity**

The CONTRACTOR agrees and undertakes to indemnify and hold harmless the COMPANY, its directors, officers, employees and agents, from and against any actions, claims, demands, proceedings, fines, penalties, liabilities, loss, cost, damages or expenses sustained either by the Company or any third party as a result of any breach by the Contractor, its employees, labour, workers, and sub-contractors, of any law, representation, obligations, warranties's or covenants contained in this Agreement or default or negligence or improper performance or disturbance caused by itself or by any of its sub-contractors, suppliers or associates in connection with the Works and/or the Project.

#### **18. Assignment**

The CONTRACTOR shall not assign this Contract or subcontract any portion of the work hereunder without the prior written consent of the Company including assigning or subcontracting the technical consultancy on the Services.

#### **19. Liens**

The CONTRACTOR represents that deliverables under this Contract as per Scope of Work shall be performed, finished, and delivered to the COMPANY free from all claims, liens and charges of any kind whatsoever within the spirit and intentment of this Contract.

#### **20. Identification**

The CONTRACTOR shall not use of the name or any trademark, logo or trade name of the COMPANY or its affiliated companies in its advertising or promotional material unless it obtains prior written permission from the COMPANY.

#### **21. Settlement of Disputes**

- a. The parties shall attempt to amicably settle all disputes arising out of and relating to this Agreement and the obligations there under (the "Dispute") through negotiations and consultations with each other. In the event, the Dispute is not settled amicably, either party may give written notice of dispute to the other party within ten (10) days of such non-settlement of the dispute
- b. a. If such Dispute arising between the parties is not amicably settled as stated above, such Dispute shall be referred to and finally settled by Arbitration. The said Arbitration shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996. The Parties agree:
  - (i) That the arbitration proceedings will be conducted in Mumbai and proceedings shall be in English language; and
  - (ii) The arbitration shall be referred to a sole Arbitrator and in case the parties fail to agree to the name of the sole Arbitrator, each party shall appoint 1(one) arbitrator. The Arbitrator so appointed shall mutually appoint a third arbitrator who shall be the presiding arbitrator.
- c. The decision of the arbitrators on the dispute shall be final and binding on the parties.
- d. Notwithstanding the commencement of any dispute resolution, the parties must without delay continue to perform their respective obligations under this Agreement in accordance with its provisions except, where a party has acted

reasonably and bona fide in relation to the dispute or difference, to the extent that the matter, which is the subject of the dispute or difference and matters necessarily dependent on it cannot be proceeded with until the dispute or difference has been determined.

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

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

**23. Services during Defects Liability Period:**

The CONTRACTOR agrees and undertakes to provide the agreed services during the defects liability period for all Works undertaken by the CONTRACTOR for execution under this contract. The CONTRACTOR shall be bound by the same terms and conditions as contained under this Contract.

**24. Warranty**

The CONTRACTOR represents and warrants that:

- a it shall have the sole right, title and interest in in the Products to be utilized in execution of the Works and shall be fully entitled to transfer the completed Project and the Products free of any liens or encumbrances to the COMPANY;
- b the CONTRACTOR shall be legally entitled to sell, transfer and dispose of the Products, Works to be executed / Installed to COMPANY;
- c the Products, Works to be executed / Installed shall be free from defects in material and workmanship at the time of
- d Commencing with Delivery and ending upon completion of the Defects Liability Period, the CONTRACTOR shall, at its sole cost and expense, promptly repair (or, at COMPANY'S Option, replace) any defective Products or remedy any deficiency in service.

**25. Compliance With Laws :**

The CONTRACTOR represents, warrants, and covenants that its shall comply with all applicable laws, regulations, ordinances or other rules in relation to the Works including in relation to the sale, packing, transportation & execution/ installation of Works & the Products. The CONTRACTOR warrants that no applicable law or regulation will be violated in the manufacture, procurement, sale, delivery and installation of any of the products pursuant to this Contract / Agreement. The CONTRACTOR further warrants that compliance with applicable law and regulations there under will be and has been maintained at all times. The Contractor will ensure its subcontractors, agents, directors, officers, personnel and others acting through or on behalf of the Contractor comply with all applicable laws relating to the Works, and it shall obtain from the local authorities all permissions and approvals required, and the Contractor shall give all notices and pay all fees and charges that are and that can be demanded by law thereunder. Payment of all such fees and charges will be at the Contractor's cost. The Contractor shall directly obtain all licenses, permits, clearance from customs etc required for the execution of the Works at its cost. The CONTRACTOR agrees to indemnify and hold COMPANY fully indemnified and harmless from all damages, losses, liabilities, claims, costs, and expenses including legal fees arising from the failure of the Contractors its employees, labour, workmen, and sub-contractors to comply with this clause. The provision of this Clause shall survive completion or termination of the Work Order / Agreement

**26. Intellectual Property Indemnity**

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

**27. Termination**

COMPANY may terminate this contract at any time by giving 7 (seven) days advance notice to the CONTRACTOR in the event that the COMPANY finds the CONTRACTOR'S work dissatisfactory (whether with regard to quality, adherence to time-schedule, adherence to the terms, conditions, and stipulations of the contract or otherwise). In the event of such termination, COMPANY shall not be liable to pay any amount to the CONTRACTOR over and above the amounts already approved, paid towards works already executed up to the date of termination based on monthly invoices raised (as per Clause 7 above) and no claim for any money or any other amounts shall lie against the COMPANY except proportionate retention money. The Company shall, in the event of terminating this contract under this provision, be fully entitled to receive the unrecovered advance, paid to the Contractor, from the Contractor and thereafter the Company shall return back the undated cheque submitted by the Contractor. The Contractor agrees not to raise any dispute or objection in this regard. Upon termination hereunder the CONTRACTOR shall forthwith handover the Project on as is where basis to the Company or to any other contractor designated by the COMPANY. Save as provided herein, neither party shall be entitled to terminate this contract.

This work order / Agreement is subscribed in duplicate by the parties. Each party retains one copy thereof.

Thanking you,

Yours faithfully,

For

**TRAVEL FOOD SERVICES PRIVATE LIMITED**

Agreed By

**ANJLE MEP PROJECTS PVT LTD**

Authorized Signatory

Authorized Signatory

## **Activities to be undertaken by the CONTRACTOR & Material Specification**

### **Service Quality Standards**

#### **I. Development Standards and Requirements**

1 Indian Standard Codes

Confirm to the relevant code for the specific aspect of development. The Indian Standard Codes are a comprehensive range of Standards and practices as per Bureau of Indian Standards, to be adopted in all aspects of design and construction in India.

2 Statutory Agency Requirements

Meet all requirements of the statutory agencies, including Ministry of Environment & Forests, Pollution Control Board.

3 Applicable Laws:

Adhere to all conditions, regulations, measures and all requirements of whatever kind imposed by local bye-laws and other applicable Central, State and Local Government laws.

#### **II. Operations and maintenance standards and requirements**

Ensure that the appropriate category of rescue and fire fighting services shall be made available and maintained in accordance with the relevant law

#### **III. Miscellaneous Compliances**

The following miscellaneous terms and conditions are also to be adhered to by the Contractor:

- (1) The Contractor shall not use naked light of any kind in the Premises.
- (2) The Contractor shall provide construction methodology statement and detailed schedule within 3 days upon receipt of this work order and GFC drawing package.
- (3) The Contractor shall maintain all the test certificates for all the items entering the site and prior approval needs to be taken from BIAL and BLR for all the items to be procured.
- (4) The Contractor shall maintain detail log register for all the workers, material, tools and tackles.
- (5) The Contractors shall take all the necessary steps to obtain airport passes and any expenses arising out for obtaining passes need to be borne by the contractor. BLR shall however assist in obtaining passes.
- (6) Cable should not be laid on the false ceiling or on the partition wall. Cables, where required, should be laid only on metal cable trays. The Contractor shall use fire retardant power cables.
- (7) Miniature circuit breaker and metal clad distribution board should only be used for electrical installation and distribution. ELCB should also be incorporated in the circuit.
- (8) Main switch board, electric meter, distribution board should not be fixed on the combustible material nor in the combustible panels.
- (9) Over loading of the circuit is prohibited and no temporary connection should be made,.
- (10) Combustible material should not be stored under/ close to the electric switch board/ distribution board/ meters and approach to electrical board should be kept clear.
- (11) Debris etc. shall be immediately cleaned and taken away.
- (12) Existing False ceiling should not be damaged and wherever damaged shall be restored immediately.
- (13) Caution board / lights to be provided at site during working period.
- (14) Adequate precaution for fire fighting to be taken and existing fire fighting system not to be disturbed

## **Annexure II**

### **Activities to be undertaken by the Contractor**

- 1 Contractor shall ensure that a detailed Work Schedule is prepared and submitted by it to the Company for approval. Upon approving the same, the Contractor shall strictly adhere to the same at all times until the completion of the Project.
- 2 Contractor agrees to communicate the Company on a weekly basis the update with regards to the work completed at the Project site. The same shall be accompanied with photographs of the work completed. The said weekly submission shall be in terms of the approved Work Schedule without any deviation.
- 3 Contractor shall ensure that it appoints a Project Manager who shall be responsible for the said Project. Moreover, for each of the specialized job work including but not limited to electrical works, plumbing, civil work, carpentry, etc, the Contractor shall engage a Supervisor for each of the said specialized areas.
- 4 The contractors Health, safety & Environmental policy statement from will be rigorously enforced by the site Management Team. All operatives undertaking are to be familiar with said policy statements and associated documents/ processes and are to strictly follow them.
- 5 Appointment of project supervisor for Carpentry & Civil works from your company's side will be only after necessary concern from TFS Projects.
- 6 Contractor shall not use the project site, its nearby surrounding premises or its equipments for labour stay, cooking food, cleaning utensils, washing & drying clothes, toileting etc.
- 7 Contractor shall ensure that utmost care will be taken by his staff to keep the project premises and its surrounding clean and hygienic, safe and secure.
- 8 All the COVID 19 guidelines to be followed at site rigorously.

### **1. Safety Compliance**

1.1. **General Safety:** The Contractor agrees to comply with all applicable safety laws, regulations, and industry standards to ensure a safe working environment at the project site. This includes but is not limited to, the Occupational Safety and Health Administration (OSHA) regulations, local building codes, and any other safety standards relevant to the project.

1.2. **Site Safety Plan:** The Contractor shall develop and implement a comprehensive site safety plan that outlines safety procedures, emergency response protocols, and measures to prevent accidents and injuries. The Client shall review and approve this plan before work commences.

1.3. **Safety Training:** The Contractor shall ensure that all personnel engaged in the Work are adequately trained in safety procedures, the proper use of safety equipment, and hazard recognition. The Contractor shall maintain records of this training.

### **2. Safety Responsibilities**

2.1. **Client Responsibilities:** The Client agrees to cooperate with the Contractor in matters related to safety. This includes providing access to the project site, ensuring the site is clear of hazards not related to the construction, and promptly addressing any safety concerns brought to their attention by the Contractor.

2.2. **Incident Reporting:** In the event of any accident, injury, or near miss on the project site, the Contractor shall immediately report it to the Client and relevant authorities as required by law. The Contractor shall also cooperate fully in any investigation related to such incidents.

### **3. Safety Inspections**

3.1. **Regular Inspections:** The Contractor shall conduct regular safety inspections of the project site to identify and address

potential hazards. The Client may also request safety inspections at any time.

**3.2. Corrective Action:** If any safety issues are identified during inspections, the Contractor shall take immediate corrective action to address them and prevent further risks.

#### **4. Indemnification**

**4.1. Indemnification:** The Contractor agrees to indemnify and hold the Client harmless from any liability, claims, damages, losses, or expenses arising out of or in connection with any breach of safety obligations by the Contractor or its personnel.

#### **5. Termination for Safety Violations**

**5.1. Termination:** If the Contractor fails to comply with safety requirements outlined in this Contract, the Client reserves the right to terminate this Contract immediately without any further liability.

#### **6. Insurance**

**6.1. Insurance:** The Contractor shall maintain appropriate liability insurance, including but not limited to workers' compensation and general liability insurance, to cover any injuries or damages resulting from the Work.

#### **7. Emergency Procedures**

**7.1. Emergency Procedures:** The Contractor shall establish clear emergency procedures and evacuation plans and communicate them to all personnel working on the project site. The Client shall be informed of these procedures.

Including a safety clause like the one above demonstrates a commitment to safety and helps ensure that safety practices are an integral part of the project. However, it's crucial to consult with legal counsel to ensure that the safety clause is compliant with local laws and regulations and adequately addresses the specific safety needs of your project.

#### **Governing Law**

This contract shall be governed by and construed in accordance with the laws of the State of [State/Country], without regard to its conflict of law principles.

#### **Jurisdiction**

Any legal action or proceeding arising under or in connection with this contract shall be brought exclusively in the state or federal courts located within the State of [State/Country], and the Parties consent to the personal jurisdiction of such courts.

#### **Venue**

The Parties agree that the appropriate venue for any legal action or proceeding shall be the [County/City] County, [State/Country] if brought in state court or the [District/Federal Court Name] if brought in federal court.

This clause specifies that the laws of a particular state or country will govern the contract and also designates the jurisdiction where any legal disputes related to the contract will be heard. The choice of governing law should consider factors such as where the project is located, where the parties are based, and any relevant legal requirements or preferences. It's important to consult with legal counsel when choosing the governing law to ensure that it aligns with the specific circumstances of your contract and any applicable local laws and regulations.

Including an emergency procedure clause in a contract document is a responsible and safety-conscious practice, especially in construction contracts where unexpected emergencies can occur. This clause outlines the steps and responsibilities of both parties in case of emergencies to ensure the safety of all individuals involved. Below is a sample emergency procedure clause that you can include in your contract document:

#### **Emergency Procedure**

##### **1. Emergency Contact Information**

**1.1. Emergency Services:** In the event of a medical emergency, fire, natural disaster, or other critical incident, the Contractor shall immediately contact the appropriate emergency services (e.g., 911) to request assistance.

**1.2. Client Contact:** The Contractor shall also promptly inform the Client of the emergency situation and provide details on the nature and extent of the emergency.

##### **2. Evacuation and Safety Measures**

**2.1. Immediate Action:** In the case of an emergency requiring evacuation, the Contractor shall take immediate steps to ensure the safety of all individuals at the project site. This includes guiding personnel to safe assembly points and providing first aid, if necessary, within the scope of the Contractor's capabilities.

**2.2. Communication:** The Contractor shall maintain a means of communication (e.g., two-way radios or mobile phones) to coordinate emergency response and communicate with emergency services.

##### **3. Notification of Authorities**

**3.1. Regulatory Agencies:** The Contractor shall notify any relevant regulatory agencies or authorities as required by local laws and regulations in the event of an emergency or incident that may have legal implications.

##### **4. Documentation**

**4.1. Incident Reporting:** The Contractor shall document the details of any emergency, including the date, time, nature of the incident, individuals involved, and actions taken. This documentation may be requested by the Client and may also be required for insurance or legal purposes.

## **5. Review and Training**

**5.1. Periodic Review:** The Contractor and the Client shall periodically review the emergency procedures to ensure their effectiveness and make necessary updates as needed.

**5.2. Training:** The Contractor shall ensure that all personnel working on the project site are trained in the emergency procedures and understand their roles and responsibilities during emergencies.

## **6. Indemnification**

**6.1. Indemnification:** The Contractor agrees to indemnify and hold the Client harmless from any liability, claims, damages, losses, or expenses arising out of or in connection with the Contractor's failure to comply with emergency procedures or responsibilities outlined in this Contract.

This clause establishes a clear framework for responding to emergencies, ensuring the safety of individuals, and complying with legal requirements. It's crucial to consult with legal counsel to tailor this clause to the specific needs and risks of your project, taking into account local laws and regulations related to emergency procedures and safety. Additionally, both parties should understand and agree to these procedures before signing the contract.

## **Child Labor Policy**

### **1. Introduction**

Your Organization is committed to upholding ethical labor practices and ensuring the welfare of all individuals involved in our projects. This includes a firm stance against child labor. We expect all contractors, subcontractors, and suppliers to adhere to the principles outlined in this Child Labor Policy.

### **2. Definitions**

**Child:** A person under the age of 18 years.

**Child Labor:** Any work or employment that deprives children of their childhood, interferes with their ability to attend regular schools, and is mentally, physically, socially, or morally harmful.

### **3. Compliance with Applicable Laws**

All contractors and subcontractors engaged in work related to projects awarded by [Your Organization's Name] must comply with all relevant local, national, and international laws and regulations regarding child labor. This includes but is not limited to:

Compliance with International Labour Organization (ILO) Convention No. 182 concerning the Worst Forms of Child Labour and ILO Convention No. 138 on the Minimum Age for Admission to Employment.

Adherence to applicable child labor laws and regulations of the host country.

### **4. Prohibition of Child Labor**

Contractors shall not employ children under the age of 18 for any work related to projects awarded by [Your Organization's Name]. This prohibition includes, but is not limited to, direct employment, apprenticeships, internships, or any other form of work arrangement.

### **5. Due Diligence**

Contractors are responsible for conducting due diligence to ensure that child labor is not used at any level of the supply chain associated with the project. This may include:

Verifying the age of workers through appropriate documentation.

Periodic audits of the supply chain to detect and prevent child labor.

Implementing mechanisms to report and address any instances of suspected child labor promptly.

### **6. Reporting**

Contractors must report any suspected or confirmed cases of child labor to [Your Organization's Name] immediately. The contractor shall cooperate fully with any investigation related to such cases.

### **7. Consequences of Non-Compliance**

Failure to comply with this Child Labor Policy may result in the termination of the contract and potential legal action. [Your Organization's Name] reserves the right to take appropriate action against any contractor found in violation of this policy.

### **8. Certification of Compliance**

Contractors may be required to provide a certification of compliance with this Child Labor Policy as part of the tender submission process.

By submitting a tender for our projects, contractors acknowledge and agree to adhere to this Child Labor Policy and to take all necessary measures to ensure compliance throughout the project's duration.

Including a child labor policy in your tender document demonstrates your organization's commitment to ethical labor practices and social responsibility. It also sets clear expectations for contractors and subcontractors regarding child labor prevention. Ensure that contractors understand and agree to comply with this policy before awarding them a tender. Additionally, consult with legal experts

to ensure that the policy complies with relevant laws and regulations.

### **Safe Work Guidelines**

Safety is of primary importance to us in our profession. To be forewarned is forearmed. By paying close attention to the below mentioned safety guidelines you will be contributing in warding off any damage and injuries.

#### **GEARING UP FOR SAFETY**

- \* Always wear appropriate clothing and shoes respective to your job
- \* Wear Non Skid Foot Gear – Hard shoes
- \* A hard hat will protect you if there is a risk of falling objects
- \* Wear Gloves if you are handling sharp objects/tools
- \* Wear Goggles if work poses hazard to your eyes
- \* Wear Safety Harness – when working at an elevated location
- \* Ensure Work Site is kept Clean
- \* Fire Extinguishers must be available and readily attainable
- \* First Aid Kits must be available and readily attainable
- \* Report any Unsafe Condition to your Supervisor immediately

You are hereby advised to strictly adhere to referred safety guidelines while at work. In addition, ensure all workers follow airport security procedures at all times.

For

**ANJLE MEP PROJECTS PVT LTD**

**SIGNATURE:**

**DATE:**

**NAME:**

**MOBILE NUMBER:**



## Jogeswar Sahu

---

**From:** account.anjle@gmail.com  
**Sent:** 11 October 2023 13:58  
**To:** Jogeswar Sahu; 'PREMKANT RAJPOOT'  
**Cc:** 'Binu Balachandran'  
**Subject:** RE: BOQ for Firefighting system for Wendy's – Bangalore T2  
**Attachments:** Anjle MEP - Wendys -Fire unPriced BOQ-10.10.2023 (002).xls  
  
**Categories:** Jogeshwar

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Sir,

Find the attached our best offer or no regret offer , kindly confirm and release the PO accordingly.

*REGARDS*  
*Priyanka(ACCOUNTANT)*

### FOR ANJLE MEP PROJECTS PVT LTD 15<sup>th</sup> YEAR COMPLETION

OFFICE VENUE - 41/1407 , 2<sup>ND</sup> FLOOR DDA FLAT  
MADANGIR NEAR KHANPUR RED LIGHT  
NEW DELHI 110062 ,011-41401600, 9560072373  
Ext – 31

Mail id [\\_anjlemepprojects@gmail.com](mailto:_anjlemepprojects@gmail.com), [anjlesecurty@gmail.com](mailto:anjlesecurty@gmail.com)  
COMPLETED SOLUTION – FIRE, HVAC , ELECTRICAL ,

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**From:** Jogeswar Sahu <jogeswar.sahu@travelfoodservices.com>  
**Sent:** 11 October 2023 11:42  
**To:** account.anjle@gmail.com; PREMKANT RAJPOOT <anjlemepprojects@gmail.com>  
**Cc:** 'Binu Balachandran' <binu.balachandran@k-corp.in>  
**Subject:** RE: BOQ for Firefighting system for Wendy's – Bangalore T2

Dear sir,

Further your Proposal, we Shared our suggested Rates. Kindly review & share your revised quotation.

Thanks & Regards,  
Jogeswar Sahu  
+91 9082949517

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**From:** [account.anjle@gmail.com](mailto:account.anjle@gmail.com) <[account.anjle@gmail.com](mailto:account.anjle@gmail.com)>  
**Sent:** 11 October 2023 12:38  
**To:** [anjlemepprojects@gmail.com](mailto:anjlemepprojects@gmail.com); Jogeswar Sahu <[jogeswar.sahu@travelfoodservices.com](mailto:jogeswar.sahu@travelfoodservices.com)>  
**Cc:** 'Binu Balachandran' <[binu.balachandran@k-corp.in](mailto:binu.balachandran@k-corp.in)>  
**Subject:** BOQ for Firefighting system for Wendy's – Bangalore T2

**CAUTION:** This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Sir,

Please find the attached BOQ of Fire Work for Wendy's T2 Bangalore.

**REGARDS**  
**Priyanka(ACCOUNTANT)**

**FOR ANJLE MEP PROJECTS PVT LTD 15<sup>th</sup> YEAR COMPLETION**

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MADANGIR NEAR KHANPUR RED LIGHT  
NEW DELHI 110062 ,011-41401600, 9560072373

**Ext – 31**

Mail id [-anjlemeprojects@gmail.com](mailto:-anjlemeprojects@gmail.com), [anjlesecurity@gmail.com](mailto:anjlesecurity@gmail.com)  
COMPLETED SOLUTION – FIRE, HVAC , ELECTRICAL ,

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**From:** [anjlemeprojects@gmail.com](mailto:anjlemeprojects@gmail.com) <[anjlemeprojects@gmail.com](mailto:anjlemeprojects@gmail.com)>  
**Sent:** 11 October 2023 10:05  
**To:** 'Jogeswar Sahu' <[jogeswar.sahu@travelfoodservices.com](mailto:jogeswar.sahu@travelfoodservices.com)>; 'ACCOUNTS' <[account.anjle@gmail.com](mailto:account.anjle@gmail.com)>  
**Cc:** 'Binu Balachandran' <[binu.balachandran@k-corp.in](mailto:binu.balachandran@k-corp.in)>  
**Subject:** RE: BOQ for Firefighting system for Wendy's – Bangalore T2

Dear Jogeswar ji,

Noted . will share ASAP.

**REGARDS**

**PREMKANT RAJPOOT**

**FOR ANJLE MEP PROJECTS PVT LTD 14<sup>th</sup> YEAR COMPLETION**

**CIN NO-U74999DL2018PTC333864**

OFFICE VENUE - 41/1407 , 2<sup>ND</sup> FLOOR DDA FLAT

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COMPLETED SOLUTION – FIRE, HVAC , ELECTRICAL , [www.anjlemep.com](http://www.anjlemep.com)

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**From:** Jogeswar Sahu <[jogeswar.sahu@travelfoodservices.com](mailto:jogeswar.sahu@travelfoodservices.com)>  
**Sent:** 11 October 2023 11:15 AM  
**To:** PREMKANT RAJPOOT <[anjlemeprojects@gmail.com](mailto:anjlemeprojects@gmail.com)>; ACCOUNTS <[account.anjle@gmail.com](mailto:account.anjle@gmail.com)>  
**Cc:** Binu Balachandran <[binu.balachandran@k-corp.in](mailto:binu.balachandran@k-corp.in)>  
**Subject:** FW: BOQ for Firefighting system for Wendy's – Bangalore T2

Dear sir,

Kindly share your quotation for Fire Fighting system for Wendy's, BLR T2.

Thanks & Regards,  
Jogeswar Sahu  
+91 9082949517