

To,
Travel Food Services Private Limited

Kempegowda International Airport,
Devanahalli, Bengaluru,

Name :- Arindam Mukherjee

Department: - SI-CSG-Sales

Mobile +91-9007949677

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Our reference SL-SIFAS /BIAL T1

Date 14/11/ 2024

Subject	Proposal for BIAL T1 Lounge FAS
Project	BIAL T1 FAS

We refer to the enquiry received for the above requirement. We are pleased to submit our offer for your kind perusal subject to the following Terms:

Prices	As per the attached price schedule.
Price Basis	CIF-Bangalore
Validity	30 days
Terms of Payment	Supply: - 50% advance along with PO, balance 50% against delivery of materials prorate basis, Installation: - 100% against running invoice net 30 days
Time for Delivery	Supply: 8-10 weeks from the date of acceptance of Confirmed order. Installation and Commissioning: 3-4 weeks upon supply subject to site clearance.

Annexure as per their order of precedents as follows:

Annexure -1: Priced BOQ

Annexure -2: Basis of Offer

Annexure -3: General terms & conditions

We hope our above offer is in line with your requirement. Should you require any further information, please feel free to contact us.

We express our keen desire to be associated with you in this esteemed project.

Thanking you and assuring you of our best services at all times.

Praveen Kumar G
Regional Sales Manager
SIEMENS Ltd.

Iyappan P
Sr Manager – Business Administrator
SIEMENS Ltd.

Siemens Ltd.
Country CEO: Sunil Mathur
Smart Infrastructure Management: Robert Harald Kottukapally Demann

Thane Belapur Road,
Navi Mumbai 400 708

Tel. ☎ +91 22 3326 5005/06
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ANNEXURE-1 Price Summary

PO No BLR/PO/24-25/000146 Annexure								
Sr. No	Description	Unit	Qty	Make	Unit Price Supply	Total Supply	Unit Price Installation	Total Installatio
Fire Alarm System								
1	Supply & installation of Manual call Point	Nos	1	SIEMENS	14009	14009	1200	1200
2	Supply & installation of Hooter	Nos	2	SIEMENS	14500	29000	1200	2400
						43,009		3600
Grand Total Excluding Taxes						46,609		
Tax @ 18%						8,389.62		
Grand Total Inclusive of Taxes						54,999		

Terms & Conditions

1	Any civil, electrical work and interior works will be under customer scope
2	Any IT networking work will be under customer scope.
3	All required permissions and shutdown if required to be provided by customer.
4	Customer to provide IP ports for each DDC controller to connect
5	Customer to provide UPS points to every DDC Controller.
6	All 3rd party integration connectivity and protocol to be made available by customer

Basis of offer

Our quote is strictly based and limited to the following:

1. The Bill of material attached herewith as priced BOQ.
2. Scope is Supply, Installation, Testing & Commissioning of FAS & BMS Project.
3. Any variation to the quantity in the BOQ will be charged extra at actual based on unit rate mentioned in our price offer for the mutually agreed contract period.
4. Our scope is limited to SITC of FAS & BMS System.
5. Siemens Limited, shall not be obligated to fulfill this agreement if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions.
6. Purchaser should provide UPS power supply to power up equipment. Warranty will be void for reasons like water seepage, voltage fluctuation, physical damage, bad workmanship etc. for any reasons is not covered under warranty.
7. We have considered delivery in multiple shipments.

8. Taxes and Levies:

The Prices quoted for supplies of all goods and / or services offered are exclusive of applicable Goods and Services Tax ('GST'). Applicable GST would be determined based on the classification and characterization of the supplies under the GST law which would in-turn depend upon the Harmonized System of Nomenclature ('HSN') and / or Service Accounting Codes of the respective supplies of goods and / or services effected under the Contract.

Depending upon the place of supply and billing location, either an Integrated GST or "Central GST plus respective State GST" be charged on the value of the supplies of goods and / or services.

Purchaser agrees to pay or reimburse to the Supplier applicable GST as may be levied and any other taxes, duties, cess or imposts, as applicable at time of delivery as may be legislated subsequent to the contract coming into existence and applicable at time of delivery.

In case Purchaser deducts any tax on amount payable to supplier against the supplies effected by supplier as stipulated under Integrated GST or "Central GST or respective State GST Act, Purchaser is required to deposit taxes so deducted to the Government treasury within ten days after the end of the month in which such deduction is made and issue a certificate to the supplier within five days of making remittance of amount so deducted to the Government.

Wherever applicable, the Purchaser will furnish its Road permits /e-way bills in the prescribed forms under the provisions of State specific Goods and Services Tax Act for enabling smooth entry of goods into the State where delivery is to be affected. Until specific e-way bills are prescribed under State specific State GST Acts, the road permits as prescribed under the respective State VAT laws would continue to operate.

In case of change in the rates of any taxes, duties, levies or if new taxes, duties or levies are initiated by the Central / State Government / local bodies, including enactment of any legislation by Union/ State, then the same will be to the account of Purchaser and shall be reimbursed by Purchaser. Change in judicial interpretation and / or any clarification or amendment made by the relevant authorities shall be construed to be a change in the rate of taxes, duties, levies and / or imposition of new tax, duty or levy".

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9. CYBERSECURITY CLAUSE

In order to protect plants, systems, machines and networks against cyber threats, it is necessary to implement – and continuously maintain – a holistic, state-of-the-art security concept. Siemens' portfolio only forms one element of such a concept.

You are responsible for preventing unauthorized access to your plants, systems, machines and networks which should only be connected to an enterprise network or the internet if and to the extent such a connection is necessary and only when appropriate security measures (e.g. firewalls and/or network segmentation) are in place. Additionally, Siemens' guidance on appropriate security measures should be taken into account. For additional information, please contact your Siemens sales representative or visit <https://www.siemens.com/global/en/home/company/topic-areas/future-of-manufacturing/industrial-security.html>

Siemens' portfolio undergoes continuous development to make it more secure. Siemens strongly recommends that updates are applied as soon as they are available and that the latest versions are used. Use of versions that are no longer supported, and failure to apply the latest updates may increase your exposure to cyber threats. Siemens strongly recommends to comply with security advisories on the latest security threats, patches and other related measures, published, among others, under <http://www.siemens.com/cert/en/cert-security-advisories.htm>.

10. Although we are working hard to meet the delivery and performance dates mentioned above, temporary delays in delivery and service performance concerning us and/or our suppliers/sub-contractors may occur as a result of the Covid-19 Virus. Therefore, the delivery/performance date (mentioned in the tender/offer) is non-binding. The delivery/performance is subject to uninterrupted supply chain, production and logistics and may be postponed. Also, we reserve the right to partial delivery/performance of service. If you have questions, please get in touch with your local Siemens contact.

11. The contract price for this project has been calculated based on the current prices for the component materials. However, since the market for the materials that are hereafter specified and supplied under the terms of the tender is considered to be volatile, and may be affected by sudden price increases, the Contractor agrees to use his best efforts to obtain the lowest possible prices from available suppliers. However, in case there is an increase in the prices of the specified materials that are purchased during execution of contract for use in this project, the Employer agrees to pay such increased cost to the Contractor. Any claim by the Contractor for payment of such cost increase, as provided above, shall be submitted through a written notice delivered by the Contractor to the Employer stating the increased cost and the materials in question, supported by the basis of calculation of price increase in line with the indices mentioned as per IEEMA circular. The Employer shall not challenge such increase and shall approve the same if the increased cost is claimed by the Contractor through the above mentioned documentation.

12. Price Variation Clause

The contract price for this project has been calculated based on the current prices for the component materials. However, since the market for the materials that are hereafter specified and supplied under the terms of the tender is considered to be volatile, and may be affected by sudden price increases, the Contractor agrees to use his best efforts to obtain the lowest possible prices from available suppliers. However, in case there is an increase in the prices of the specified materials that are purchased during execution of contract for use in this project, the Employer agrees to pay such increased cost to the Contractor. Any claim by the Contractor for payment of such cost increase, as provided above, shall be submitted through a written notice delivered by the Contractor to the Employer stating the increased cost and the materials in question, supported by the basis of calculation of price increase in line with the indices mentioned as per IEEMA circular. The Employer shall not challenge such increase and shall approve the same if the increased cost is claimed by the Contractor through the above mentioned documentation.

ANNEXURE – 3

General terms & conditions

1. Offer Validity

This offer shall remain valid for a period of **One** month from the date of issuance (the 'Offer Period'). If the customer does not accept this offer within the Offer Period, the offer shall expire, and Siemens shall have no further obligations with respect to this offer. If the customer wishes to accept this offer after the Offer Period has expired, Siemens may, in its sole discretion, agree to extend the Offer Period upon written request by the customer.

Siemens reserves the right to withdraw this offer at any time prior to acceptance by the customer, and such withdrawal shall be effective upon written notice to the customer.

This offer is subject to the terms and conditions set forth herein, and no modifications or additions to this offer shall be binding on Siemens unless agreed to in writing by Siemens.

2. Effective Date and Project Duration

This contract shall become effective on the –

(a) date of signature by both parties; or (b) date of receipt of purchase order; or (c) date of receipt of advance; whichever is later (the 'Effective Date') and shall continue until completion of the project or until terminated in accordance with the provisions of this contract.

Siemens will start execution at site only after receipt of Firm Work order & advance.

3. Payment Terms

Supply: - 80% against delivery of materials prorata basis, 20% after completion and handing over.

Installation: - 100% against running invoice net 30 days

PBG: - 5% of the contract price valid till 90 days from provisional completion of work

4. Taxes & Duties

GST or any Govt Taxes extra as applicable at the time of billing.

Any variation in Taxes will be charged extra as applicable at the time of dispatch. Any Other Taxes, Levies, Duties etc., will be charged extra if applicable and as applicable at the time of dispatch.

If PAN details are not submitted by customer, TCS @ 1% will be deducted.

5. BOCWA

BOCWA Cess (if applicable) shall be in general contractors' scope since this would be a small sub contract with no civil work in our scope.

6. Delivery:

6 -8 Weeks from the date of receipt of techno-commercially clear PO or approved drawings or receipt of advance whichever is later.

7. Insurance

- Contractor's All Risk Insurance - CAR policy will be provided for the 100% contract value.
- Third Party insurance policy – Will be provided for 10% of the contract value.
- Workmen's compensation policy – We will provide WCP (Umbrella Policy)

8. Limitation of Liability

Siemens' total liability, whether pursuant to any indemnity or in contract, tort (including negligence and breach of statutory duty) or otherwise arising by reason of or in connection with the contract shall not exceed 100% of the original contract price.



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Telephone +91 22 39677000; Fax +91 22 39677500; Contact / Email: www.siemens.co.in/contact; Website: www.siemens.co.in.
Sales Office: Ahmedabad, Bangalore, Chandigarh, Chennai, Coimbatore, Hyderabad, Kharghar, Kolkata, Lucknow, Mumbai, Nagpur, New Delhi, Pune, Vadodara.
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9. Waiver of Consequential and Incidental Damages

Siemens shall in no event be liable, whether pursuant to any indemnity or in contract, tort (including negligence and statutory duty) or otherwise for loss of profit or revenue, loss of production, interruption of operations or loss of use, cost of capital, loss of interest, loss of information and/or data, for claims arising from customer's contracts with third parties, loss of power, voltage irregularities, frequency fluctuations, cost of purchased or replacement power, loss of power, cost of purchased or replacement power, or for any indirect or consequential damage.

10. Warranty / Defect Liability Period (DLP)

In this contract, a defect shall mean any non-conformity of the works with the express terms of this contract resulting from circumstances existing in the works at the time of the transfer of risk to the customer ('Defect'). However, the following shall not be considered as Defects:

- a) normal wear and tear, non-conformity resulting from excessive strain;
- b) non-conformity resulting from faulty or negligent handling; non-compliance with instructions or recommendations in operation or maintenance manuals and other documents;
- c) installation, erection, modification, commissioning, or pre-commissioning, in each case not carried out by Siemens;
- d) non-reproducible software errors;
- e) defects which do not significantly impair the use of the respective works.

The customer shall notify Siemens in writing of any Defects without undue delay. Upon such written notification, Siemens shall, at its option, remedy a Defect by repair, replacement, or re-performance. Siemens shall be given a reasonable period of time and opportunity to remedy the Defect. For this purpose, the customer shall grant Siemens working access to the non-conforming works, shall undertake any necessary dis-assembly and re-assembly, and shall provide access to operation and maintenance data, all at no charge to Siemens. Upon Siemens' request, the customer shall ensure that title to the replaced defective parts shall transfer to Siemens.

The customer shall be responsible for the customs clearance in the country where the project is located and for the further transport from the places of delivery for all equipment necessary to remedy the Defect. The customer shall be responsible for the customs clearance in the country where the project is located and for the further transport from the places of delivery for all equipment necessary to remedy the Defect. Upon request of the customer, Siemens shall be obliged to reimburse the customer for all such customs duties (if any) against documentary proof and invoice.

Insofar as a part has to be merely delivered, the customer shall immediately inspect that part and shall notify Siemens in writing of any Defects without undue delay. Customer's claims for defects shall be excluded for any apparent defects, if the customer has failed to do so.

Unless otherwise agreed, the defects liability period for any part of the works shall be 12 months. It starts at the date of transfer of risk.

For replaced or repaired parts of the works, the defects liability period is 6 months from the date of replacement or repair, if the original defects liability period for the works expires earlier. In any event, the defects liability period shall end no later than 24 months from the beginning of the original defects liability period. Siemens is not liable for any Defects unless notified in writing by the customer to Siemens before the end of the defects liability period.

Siemens does not warrant or guarantee that the works will be secure from cyberthreats and does not contain any vulnerability. If software is defective, Siemens shall only be obliged to provide the customer with an updated version of the software in which the Defect has been remedied when such updated version is reasonably available from Siemens or, if Siemens is only licensee, from Siemens' licensor. If the software has been modified or individually developed by Siemens, Siemens shall in addition provide the customer with a workaround or other interim corrective solution until the provision of an updated version of the software, if such workaround or interim solution is feasible at reasonable expense and if otherwise the customer's business operations would be substantially impeded.

If Siemens carries out remedial work and it is ultimately not established that there was a Defect, the customer shall pay Siemens for such remedial work including error diagnosis.

Any other liability of Siemens and any claims, rights and remedies of the customer in case of defects of the works shall be excluded except as expressly stipulated in this clause and provided Siemens failed at least three times in remedying the Defect – in clause above. All warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this contract.

11. Liquidated Damages (LD)

If Siemens does not meet the agreed final delivery or final completion date solely due to the fault of Siemens, the customer shall be entitled to liquidated damages amounting to 0.5% of the price of the delayed part of the supplies per completed week, which, because of the delay, could not be put to the intended use, in which the customer suffered loss as a result of such delay. Liquidated damages payable in case of delay shall be limited to 5% of the price of the delayed part of the supplies.

Any other liability of Siemens and any claims, rights, and remedies of the customer in case of delay except as expressly stipulated hereinabove shall be excluded.

12. Acceptance / Deemed Acceptance

If the works are subject to acceptance, the customer shall accept the works upon their completion including successful performance of acceptance tests, if such tests have been agreed upon. In case of partial delivery, the customer shall accept functional parts of the works separately upon their completion.

If Siemens notifies the customer that the works or a part of the works are ready for acceptance, the customer shall declare the acceptance of the works or relevant part in writing within two weeks of the notified date. Upon expiry of the two week period, the works or relevant part of the works shall be deemed accepted, unless the customer has stated and substantiated in writing legitimate grounds on which it refuses acceptance. The acceptance shall be effective as of the date of Siemens' notification. In any case, the works or parts of the works shall be deemed accepted as soon as they are put into commercial operation or if the acceptance tests have not been carried out within one week after their scheduled dates due to reasons not attributable to Siemens.

The Customer shall be entitled to refuse acceptance only in case of Defects in the works which significantly affect the use of the works. Those items shall be listed in the acceptance record and shall be remedied by Siemens within a reasonable period of time or as agreed between the parties.

In the event performance tests, functional tests, and/or trial runs are to be carried out by Siemens after the Works have been accepted pursuant to the previous paragraphs, acceptance shall not be affected by any failure to pass said tests. All costs and expenses of the customer and any third parties (other than those of Siemens' own personnel or contractors) incurred in connection with inspections, tests, approvals, acceptance procedures, etc. shall be borne by the customer.

13. Arbitration and Jurisdiction

In the event of any dispute, controversy or difference between the parties arising out of or relating to this contract (including a dispute relating to the validity or existence of this contract) ('Dispute'), the authorized representatives of the respective parties shall, within 15 working days of service of a written notice from either party to the other parties, hold meetings in an effort to amicably resolve the dispute in good faith, at a mutually acceptable time and place.

If no amicable settlement is arrived between the parties within 30 days from the date of commencement of negotiation for amicable settlement of dispute as stipulated above, the parties shall refer the dispute to arbitration to be adjudicated by a sole arbitrator as mutually appointed by the parties and in accordance with provisions of the Arbitration and Conciliation Act, 1996 and any modifications thereto and re-enactments thereof from time to time.

The seat of arbitration shall be Mumbai, India. The language to be used in the arbitration proceeding shall be English. Each party to the arbitration shall be amenable to the jurisdiction of courts within the jurisdiction of which the seat of arbitration is situated for the purposes of compelling compliance with the above arbitration provisions and for the enforcement of arbitration award made by the sole arbitrator at the time of resolution of disputes referred. The parties to the arbitration shall be governed by the laws in India.

14. Statutory Variation

If applicable laws, rules and regulations, engineering standards and codes of practice, and decisions or guidance issued by courts or public authorities are amended or added to after the date of contract signature, Siemens shall be entitled to an adjustment of the contract, including inter alia an adjustment of the contract price to reflect any additional costs to be incurred by Siemens, the time schedules and scope of works, as necessary in order to compensate for any adverse effects or additional requirements deriving from such changes.

15. Change Management

Either party may at any time request in writing changes, modifications or additions to the scope of the works ('Variation' or 'Change'). Upon receipt of such Variation request, Siemens shall provide the customer with a written quotation for the requested Variation, specifying the effects of the requested Variation on the contract, including any necessary adjustment of the contract price, time schedules and agreed dates, scope of the works and any other affected provisions of the contract.

If the customer wishes to proceed with a requested Variation on the basis of a Siemens' Variation quotation, the customer shall notify Siemens thereof in writing within 14 days of receipt of such Variation quotation. Siemens is not obliged to give effect to the Variation until it has been agreed in writing by the parties.

16. Suspension / Termination

Siemens may suspend performance of its obligations under the contract, if - (a) the customer is in delay with any payment or in providing any payment security required under this contract for more than 30 days; or (b) the customer fails to perform those of its obligations necessary for Siemens to perform the works; or (c) the customer otherwise materially breaches the provisions of this contract.

If Siemens suspends the contract in accordance with the clause above or in the event the customer suspends the contract without the express written agreement of Siemens, the customer shall become immediately liable to pay Siemens for all parts of the works already provided. The customer shall further reimburse Siemens all reasonable additional costs and expenses incurred as a result of such suspension (e.g. payments to subcontractors, cost of waiting time, demobilization and remobilization, etc.). Any contractual dates shall be extended for a reasonable period to overcome the effects of the suspension.

Notwithstanding any other rights it may have under this contract, Siemens may terminate the contract if - (a) the customer comes under the direct or indirect control of any competitor of Siemens; or (b) if the customer materially breached the contract and has not remedied the breach within a reasonable period after a notification by Siemens; or (c) is in delay in making any payment or in providing any payment security required under this contract for more than 60 days; or (d) if the contract has been suspended for more than 60 days. In the event of termination by Siemens, Siemens shall be entitled to recover from the customer the contract price less any saved or avoided expenditure and any additional cost and expenses incurred by Siemens due to such termination.

17. Force Majeure

A 'Force Majeure Event' shall mean any event which is beyond the reasonable control of a party or its subcontractors, which could not have been prevented by good industry practice and which results in a party or its affiliates or any of its sub-contractors or sub-suppliers ('Affected Party') being unable to perform or being delayed in performing in whole or in part its obligations under this contract. Force Majeure Events include, among others, acts of war, riot, civil commotion, terrorism, natural disaster, epidemic, strikes, lock-outs, attacks on Siemens' IT systems (such as virus attacks, hacker attacks), non-issuance of licenses, permits, or approvals, or any other act or failure to act by any public authority, or embargos or any other trade sanctions imposed by the European Union (EU) or the United States of America (U.S.) or any public authority within EU or U.S. territory or by the United Nations which, upon sole discretion of Siemens, may expose Siemens or any of its affiliates to sanctions, penalties, loss of privileges or other acts or omissions of public authorities detrimental to Siemens or any of its affiliates, or any subcontractor or sub-supplier rejecting delivery due to reasons like those as stated herein, acts or omissions of public authorities including any entities acting on their behalf (or threats thereof), or any subcontractor or sub-supplier rejects delivery due to the same reasons.

If a Force Majeure Event occurs, the Affected Party will be deemed not to be in breach of its obligations under the contract for so long as and to the extent necessary to overcome the effects of the Force Majeure Event.

The Affected Party shall notify the other party as soon as reasonably practicable of the Force Majeure Event and of its affected obligations.

If one or more Force Majeure Events and their effect last for a period of 180 days in aggregate either party may terminate the contract by giving to the other a written notice of termination with regard to the part of the works not yet provided. With regard to the part of the works not yet provided, Siemens shall be entitled to reimbursement from the customer of its unavoidable costs related to such termination.

18. IPR Infringement

As between the parties all intellectual and industrial property rights in the works, in all documents provided by Siemens in connection with this contract (the 'Documents') and in all software, hardware, know-how ('IPR'), and other things provided with or as part of the works and the Documents shall be the exclusive property of and vest in Siemens. The customer shall not reverse engineer, decompile, or reproduce the Documents/IPR in whole or in parts thereof and shall ensure that third parties will not reverse engineer, decompile, or reproduce such Documents/IPR.

The customer may use the Documents unmodified and to the extent necessary for operation and routine maintenance of the works by the customer's own personnel, unless explicitly agreed otherwise in writing by Siemens.

If they include software, such software is licensed under the license terms contained in the software documentation, the software itself or in the attached license terms (in each case the 'Applicable License Conditions'), which shall prevail. The software is issued in object code without source codes. The license hereunder only grants the non-exclusive right to use the software as described in the applicable license conditions, or, if no such terms are provided, for the purpose of operation and routine maintenance.

19. Information Security & Cybersecurity

- Siemens' portfolio undergoes continuous development to make it more secure. Siemens strongly recommends that updates are applied as soon as they are available and that the latest versions are used. Use of versions that are no longer supported, and failure to apply the latest updates may increase your exposure to cyber threats. Siemens strongly recommends to comply with security advisories on the latest security threats, patches and other related measures, published, among others, under <http://www.siemens.com/cert/en/cert-security-advisories.htm>.
- Customer is responsible for preventing unauthorized access to plants, systems, machines and networks which should only be connected to an enterprise network or the internet if and to the extent such a connection is necessary and only when appropriate security measures (e.g. firewalls and/or network segmentation) are in place. Additionally, Siemens' guidance on appropriate security measures should be taken into account. For additional information, please contact your Siemens sales representative or visit <https://www.siemens.com/global/en/home/company/topic-areas/future-of-manufacturing/industrial-security.html>

20. Other Terms & Conditions

- In order to protect plants, systems, machines and networks against cyber threats, it is necessary to implement – and continuously maintain – a holistic, state-of-the-art security concept. Siemens' portfolio only forms one element of such a concept.
- Customer to provide site store, civil works, electricity for execution, UPS power for devices, server & PC, dependencies from other vendors as mentioned in BOQ & IO Summary.

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