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Proposal No: 2024_25-TFS_001

Date: 20th March 2024

Travel Food Services
Shiv Sagar Estate, A Block,
1st Floor, Dr Annie Besant Rd,
Worli, Mumbai,
Maharashtra 400018
Tel: +61 (0) 3 9588 2959

Kind Attn: Mr. Nikhil Bhushan (IT Head)

Dear Sir / Madam,

Sub: Proposal for “Offshore 1 FTE based Support for NAV 2016 & LS Hospitality 9.0 “

We thank you for your business enquiry and for giving us an opportunity to Partner with **Travel Food Services** in your IT initiatives.

Please find enclosed herewith our proposal for “ **Offshore 1 FTE Based Support for NAV 2016 & LS Hospitality 9.0**“

We look forward to hearing from you and would be glad to provide any further information that you might require

Thanks, and regards,

Yours sincerely,

For **ITTI Pvt. Ltd**

Harsha B Narayanappa
Senior Business Manager
+91 – 80 – 2245 7575
Mob: 9886869081

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ITTI PROPOSAL AND AGREEMENT

1. PROJECT DETAILS

1.1. Project Scope

The scope of this Support project is to provide 1 FTE based support for MS Dynamics NAV 2016 & LS Retail application

1. NAV & LS Hospitality functional issues for the below Modules
 - a. Financial Management
 - b. Sales & Purchase process
 - c. Warehouse & Inventory Management
 - d. Hospitality Process
2. Data replication issues
3. Support to analyze and give suggestions for the improvements
4. Providing support for the new implementations
5. Supporting day to day challenges including replication issues
6. User clarifications

Out of Scope:

- Any changes in the existing setup which is not part of the project scope.
- Any addition of module/functionality will be considered under Change request with additional charge.
- Version migration and data migration will be considered under Change request with additional charge.
- Any further customizations/development beyond 3 person days identified during the support will be considered under Change request with additional charge.
- Any hardware/connectivity issues for integration.
- Any rectification/correction in third party applications.
- User trainings

2. Support Methodology

Monthly 22 Person days with 1 FTE based support including Functional and Technical resources will provide support. Any unutilized efforts will be carried forward till a Quarter. A support email id will be provided for this project. An issue sent to the support email id, that will be registered into helpdesk call management system and send a response with a ticket no. ITTI Support Manager will be responsible for managing the calls logged into the Helpdesk Call Management Tool (Jira/Spice works/ Provided by TFS) or any other tool decided by the ITTI management which is agreed upon with Customer Management.

2.1.1. Call Logging & Resolution

To effectively manage Tickets, so as to ensure that the customer users are serviced promptly on all the queries and also to keep track of failure points.

Customer manager will receive the issues from the users and will be forward to ITTI team with priority. On receiving the Ticket in Call Management tool an acknowledgement mail will be forwarded to Customer. Based on the

analysis by ITTI Support Manager, it will be assigned to respective consultant and the revise the Ticket status as Assigned.

2.2. Deliverables

- Providing solutions for the issues raised by TFS team
- Monthly Issue log with time utilized report to be submitted before 7th of every month for the preceding month

2.3. Effort Estimation and High-level Project Schedule

2.3.1. Effort estimation:

The support for functional and technical issues will be provided by ITTI team from offshore with an effort of 22 person days per month. This engagement will be done with 1 functional consultant and 1 technical consultant and 1 project manager on shared basis. The proposal is for 12 months.

Terms and Conditions:

- TFS team can use the resources full time as per ITTI calendar.
- ITTI consultants will provide support from Morning 9am to 6 PM and 1hour lunch included.

2.4. Roles & Responsibilities

2.4.1. Responsibilities of TFS

- Appointing Project Coordinator
- Ensure to provide access to the required environments (Development, Test, Production etc.), communication facilities to the consultants
- Ensure that the availability of required staff for problem escalation, training, testing and sign off
- Customer shall provide access to its server (Existing Test & Development environment) to ITTI Team.

2.4.2. Responsibilities of ITTI

- Ensure adequately trained and experienced Consultants are deputed on Project.
- Nominate a Project Manager who will liaise with customer key users and ensure that all requisite arrangements are in place to achieve the specified deliverables / milestones.
- Ensure delivery as per the agreed Project scope (as defined above). Any change in scope will be discussed and if required will be managed as per the 'Change Request Process'.
- Have periodic reviews (fortnightly) with the Project Team.
- Escalate issues/concerns to the concerned, on time.
- Ensure that ITTI's consultant(s) work towards achieving the solution and deliverables, as per the SLAs, defined and communicated to customer
- ITTI Consultants, assigned to this Project, will have to follow Customer policies viz.; Health, Safety, Security, Confidentiality / Non-disclosure etc. and give related undertakings.

Role	Responsibility
Support Manager	<ul style="list-style-type: none"> • Team Management. • Coordination with related Personnel (Internal / External).

	<ul style="list-style-type: none"> Escalations to PH (Practice Head). Status Reporting (Monthly). Ensure Helpdesk Procedures / Processes are followed within the team. Monthly Status Reporting to Customer Project Manager. Process Improvements. Document update.
Support Consultant (Team Members)	<ul style="list-style-type: none"> Follow Helpdesk Procedures / Processes. Record Issues & Solutions. Analyze Issues (preliminary), find solutions & rectify the same. Report Issue Status to End User. Escalations to Support Manager / General Manager. Coordination with related Personnel (Internal / External).

2.5. Project Location and Communication

All support activities will be done from ITTI Mumbai/Bangalore as offshore support.

Note: All Project related communications will be carried out in English language only

2.5.1. Reporting

The review of support activities is done through Reports and Analysis presentations by ITTI team. Report format should be mutually agreed.

ITTI shall submit **monthly reports** on all the calls received and the time spent on it within the 7th of every month. The format for the same is provided by ITTI and mutually agreed upon.

2.5.2. Escalation Matrix

The escalations ensure prompt attention by concerned authorities and accountability of the respondents. The scope of this process includes escalation guidelines for the users.

- The team escalates the issue to Helpdesk Support Manager in case the problem is not resolved within reasonable timeframe by support team.
- Support Manager follows up with the team members to get the issue resolved.
- If the issue is not resolved after escalation to Support Manager within satisfactory time period, the user can either escalate the issue to Delivery Manager.
- Delivery Manager follows up with the Application Support Team to get the issue resolved within the timeframe. If the issue is not resolved or there is no satisfactory action by Delivery Manager, Customer Project Manager may escalate the issue to Vice President.

Reason for escalation / Resolution Time Crossed	1 st Level / 1 Day	2 nd Level / 2 Days	3 rd Level / >2 Days
<ul style="list-style-type: none"> Not satisfied with support staff response or resolution. 	Helpdesk Support Manager	Delivery Manager – ITTI	Account Manager - ITTI

<ul style="list-style-type: none"> • Delay in response from support staff. • Resolution time is more than the agreed time. 			
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3. OTHER TERMS & CONDITIONS

3.1. Confidential Information

This Agreement shall apply to all information disclosed by one party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), in the course of the Discussions that (a) relates to either party's creative properties, technology including license, intellectual property assets, financial or business plans and affairs, financial statements, internal management tools and systems, products and product development plans, marketing plans, customers, clients and contracts, and (b) is designated by the Disclosing Party as confidential in the manner set forth below ("**Confidential Information**"). If Confidential Information is in written form, it will be marked as confidential on its face and if the Confidential Information consists of oral statements, product demonstrations or know-how or technology that is not documented in hard-copy form, the Disclosing Party will clearly state to the Receiving Party that such information is confidential at the time of disclosure. However, Confidential Information will not include any information or data that (i) is already known to the Receiving Party at the time that it is disclosed to the Receiving Party, (ii) has become publicly known through no wrongful act of the Receiving Party; (iii) has been rightfully received by the Receiving Party from a third party without restriction on disclosure and without breach of this Agreement; (iv) has been independently developed by the Receiving Party; (v) has been approved for release by written authorization of the Disclosing Party; or (vi) has been furnished by the Disclosing Party to a third party without a similar restriction on disclosure.

3.2. Restrictions on Use and Disclosure

Each party, as a Receiving Party, represents warrants and agrees to comply with the other that:

- it will not copy or reproduce any of the Disclosing Party's Confidential Information without the consent of the Disclosing Party for a period of two years following receipt of such Confidential Information;
- it will not disclose any of the Disclosing Party's Confidential Information to any third party, other than to those employees, attorneys, accountants and other advisors of the Receiving Party and its subsidiaries ("Agents") who have a need to know such Confidential Information for purposes of this Agreement, without the consent of the Disclosing Party for a period of two (2) years following receipt of such Confidential Information.
- in fulfilling its obligations under clauses (a) and (b) above, it will use the same care and discretion to avoid disclosure, publication, or dissemination of Confidential Information of the Disclosing Party as the Receiving Party employs with respect to similar information of its own that it does not desire to publish, disclose or disseminate, but in no case less than reasonable care;
- it will inform any Agents to whom it discloses Confidential Information of the confidentiality provisions of this Agreement and obtain a written agreement from such Agents to abide by such provisions, except where such obligation already exists by reason of a prior agreement or relationship.
- it will not make any public statement or comment on the existence or provisions of this Agreement, or

the existence or content of the Discussions, without the prior written consent of the other party, except as may be required in the reasonable opinion of its legal counsel and upon reasonable prior intimation to the other Party;

- f. it will not use any Confidential Information of the other Party except for the sole purpose of participating in the Discussions; and
- g. it will immediately return, or destroy all or any part of, the Disclosing Party's Confidential Information as requested by the Disclosing Party at any time during the term of this Agreement and at the termination or expiration of this Agreement.

3.3. Disclosure Pursuant to Court or Governmental Order

Notwithstanding the provisions of Section 2 above, a Receiving Party may disclose Confidential Information of the Disclosing Party pursuant to a request or order made pursuant to any applicable law, regulation or legal process, provided that (i) the Receiving Party gives the Disclosing Party prompt notice of such request or order so that the Disclosing Party has ample opportunity to seek a protective order, injunction, confidential treatment, or other appropriate remedy to such request or order, (ii) the Receiving Party provides the Disclosing Party with all reasonable assistance (at the Disclosing Party's expense) in opposing such required disclosure or seeking a protective order or confidential treatment for all or part of such Confidential Information and (iii) the Receiving Party discloses only such portion of the Confidential Information as is either permitted by the Disclosing Party or required by the court, tribunal, governmental agency or other authority, subject to any protective order or confidential treatment obtained by the Disclosing Party.

3.4. Equitable Relief

Each party acknowledges and agrees that the Confidential Information of the Disclosing Party shall be deemed to constitute valuable trade secrets of the Disclosing Party, and that any unauthorized reproduction and/or disclosure of such information by the Receiving Party may cause the Disclosing Party irreparable harm for which its remedies at law may be inadequate. Each party hereby agrees that the Disclosing Party will be entitled, in addition to any other remedies available to it at law or in equity, to seek injunctive relief to prevent the breach or threatened breach of the Receiving Party's obligations hereunder.

3.5. No Impairment

Each party will be free to use, develop or market technologies, ideas or products similar to those of the other so long as such use, development or marketing does not infringe on the trade secret, copyright, trademark, patent rights or other intellectual property rights of the other and abides by the other restrictions of this Agreement, including Clause 2(f) above.

3.6. Relationship

The dealings of the Consultant with the Client are on a principal to principal basis and the Consultant is acting, in performance of this Agreement, as an independent entity and not as an agent or Partner of the Client. The Parties understand and expressly declare that neither Party is an agent for the other, nor neither Party has any authority to make any contract, whether expressly or by implication, in the name of or otherwise binding the other Party, without that Party's prior written consent for express purposes connected with the performance of this Agreement.

3.7. No Representations

Although each party will use reasonable efforts to ensure the accuracy of Confidential Information disclosed to the other, neither party makes any representation or warranty as to the accuracy or completeness of such Confidential Information. Neither party will have any liability to the other under this Agreement for the accuracy or completeness of Confidential Information.

3.8. No Obligation to Complete Transactions

Neither party is bound to proceed with any transaction between the parties unless and until both parties sign a formal, written agreement setting forth the terms of such transaction. At any time prior to the completion of such a formal, written agreement, either party may terminate the Discussions and refuse to enter into any subsequent transaction, for any reason or for no reason, without liability for such termination, even if the other party performed work or incurred expenses related to a potential transaction in anticipation that the parties would enter into a formal, written agreement regarding such a transaction.

3.9. Governing Law.

This Agreement will be governed and construed in accordance with the laws of India, without regard to its conflict of law's provisions. Any legal action to enforce the terms of this Agreement shall be brought only in the courts at Bangalore.

3.10. No Assignment.

Neither party may assign this Agreement, nor may any of the rights hereunder be assigned or otherwise transferred to any third party, without the prior written consent of the other party. Any attempted or purported assignment or other such transfer by either party to any third party without such consent having first been obtained shall be void.

3.11. Term

This Agreement shall have a term commencing on the Effective Date and ending on the first anniversary of the Effective Date unless mutually extended by the parties in writing. With respect to any Confidential Information received by either party during the term of this Agreement, the terms of Sections 2, 3, 8 and 9 will survive the expiration or earlier termination of this Agreement.

3.12. Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, discussions and understandings of the parties, whether written or oral. Should any provision of this Agreement be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof which will remain in full force and effect. No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by both of the parties.

This Agreement may be entered into in any number of counterparts, all of which taken together shall constitute one and the same Agreement. Either Party may enter into this Agreement by signing any such counterpart.

3.13. Confidentiality

All information including recommendations and observations transferred by ITTI consultants to the Customer will be for sole and exclusive use of the Customer.

3.14. Direct and Consequential Liability

ITTI will have access to Customer business system, should any damages in connection with or arising out of the furnishing, performance or use of the services or deliverables provided by ITTI damage / interrupt the system ITTI will be liable to rectify the damages caused.

3.15. Termination

ITTI and the Customer will have the right to terminate the agreement resulting from this proposal by giving Thirty days' notice to the other upon situations arising out of non-compliance of the stipulations of this proposal. The termination notice will be held valid only if it is preceded by a corresponding non-compliance notice issued at least thirty days prior to the date of termination notice and if the non-compliance has continued up to the date of the termination notice.

If any one of the parties issues the termination notice, the Customer will pay ITTI all amounts due as of the termination date stated in the notice, including those for the proportion of work completed in the on-going stage, until termination.

3.16. Arbitration

This Agreement shall be governed by and interpreted in accordance with the Indian laws. In case of any conflicts among the parties under this agreement it shall be governed and interpreted and referred to the Arbitrators to be mutually decided in accordance with the subject of the provisions of the Arbitration and Conciliation Act, 1996 and the Award and / or awards of such Arbitrator or Arbitrators or the Umpire as the case may be shall be binding on both the parties to the dispute and if any dispute is not settled by the Arbitrator(s), the same shall be taken for settlement in the Court of Law and shall be strictly subject to the jurisdiction of the Courts of Bangalore, India.

3.17. Force Majeure

Neither Party shall be deemed in breach of the Order or liable to the other for delay in performing its obligations, or failure to perform any such obligations, under the Order, if the delay or failure results from Force Majeure provided that the affected Party:

- Promptly notifies the other Party, in writing, of the known or anticipated event which causes or may cause it
- Produce reasonable evidence of its occurrence;
- Use all reasonable endeavors to eliminate or minimize the delay and continues to fulfill its obligations to the extent that they are not affected by the Force Majeure;
- Recommences its full performance as soon as is reasonably possible following its cessation, and
- Gives notice of the cessation of any event previously notified to the other Party as likely to result in prevention or delay in execution of the Order.

If a Party is affected by Force Majeure, it will use its reasonable endeavors to mitigate its effect. Neither Party will be entitled to any payment from the other for any costs or expenses incurred as a result of it. If a Force Majeure exceeds a continuous period of thirty (30) days, then the Purchaser shall have the right by

written notice to the Supplier to terminate the Order immediately without having any liability to the Supplier except in respect of that part of the Supplies already delivered to and accepted by the Purchaser prior to such termination.

3.18. Non-employment

The Customer shall neither offer to employ nor employ, directly or otherwise, any ITTI associates associated for the purpose of, or with the assignment, during the period between the date candidate was proposed and one year from the completion of the assignment arising here from.

3.19. Deputation of Consultants

Consultants deputed on the assignment will be associates of ITTI. As far as possible, ITTI will ensure continuity of consultants deputed. However, ITTI reserves the right of de-allocation of consultants and replacing them with new incumbents, if found necessary. Under all circumstances within its control, ITTI will effect each de-allocation with prior intimation and in agreement with the Customer.

3.20. Indemnity

The Customer shall, during the period of coverage of this proposal, indemnify and hold ITTI from any loss, claim or damage unless caused by the negligence of ITTI's associates to any person or property arising out of the use or possession of the equipment or location by ITTI or its associates.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Travel Food Services

By : _____
 Name : _____
 Title : _____
 Date : _____

ITTI Private Limited.

By : _____
 Name : Mukunthan C V S
 Title : Managing Director
 Date : _____

Annexure 1

Proposal No: 2024_25-TFS_001

Date: 20th March 2024

4. COMMERCIAL TERMS

4.1. Professional Service Charges

Professional charges for 1 FTE Based Support of NAV and LS Retail Application:

Description	Qty (in Person Months)	Unit price(in INR)	Total
1 FTE Based Service support per month	12	2,66,200	31,94,400/-
Total Monthly Cost in INR			31,94,400/-
Total Cost in words: INR Thirty One Lakhs Ninety Four Thousand Four Hundred only.			

Note:

- Any statutory taxes or levies attracted on the above transaction will be borne by the Customer
- ITTI will work from 9:00 AM to 6:00 PM IST from Monday to Friday only on Business working Days.
- Hardware and network connections will be made available by the customer
- Any additional module implementation or new feature implementation would be estimated and charged additional @INR 12,100 Per Person Day as per Change request.
- The Period of contract will be for 1 Year from date of Purchase Order.
- This support contract is effective from 1st April 2024 to 31st March 2025

4.2. Payment Schedule

The payment terms shall be as per the chart shown below:

Billing

- Invoices will be raised on completion of a Month.
- Payment to be made within 30 days from invoice date
- Remittance / wire transfer details will be mentioned on the Invoice

4.3. Validity of Proposal

- One month from the date of submission.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date. By signing this the **Travel Food Services** agrees for the terms mentioned in the proposal and approves ITTI to start the project

activity as per the scope and the schedule. The detailed PO will be issued shortly and the payment will be made as per the terms mentioned above.

Travel Food Services

By : _____
Name : _____
Title : _____
Date : _____

ITTI Private Limited.

By : _____
Name : Mukunthan C V S
Title : Managing Director
Date : _____