

WWDS/TFS/2023**Date: Sept 12th 2023.**

To,

M/s. Travel Food Services Pvt. Ltd.

1 Rashid Mansion, Dr. Annie Basant Road,

Worli Point, Mumbai: 400018.

Kind Attn: Mr. Binu Balachandran.**Subject: Appointment as Concept Design & GFC's for Interior Design and MEP Consultants for your KFC-Noida restaurant.**

Please find below, our detailed offer of Design Management Consultancy Services. This offer is essentially of a contractual nature effective from 12th Sept, 2023 to 31st March 2024.

SCOPE OF WORK:

Detailed Scope of Work has been attached as Annexure A.

FEES FOR THE SERVICES

The Fees for Professional Consultancy Services shall be exclusive of all taxes as per the following schedule:

Sr.No.	Projects	Fees for KFC Stores
1	Concept Design Charges	INR 200,000/-
2	GFC & BOQ – Civil Interiors & MEP	INR 200,000/-

- **Addition or Variation in Scope of work:** In case of revisions after approval of Design, appropriate remuneration should be provided for the additional work done as per the stages of work done and approved till date by company.

MODE OF PAYMENT

The design fees will be released by the COMPANY, as follows:

- On Initiation, and signing off site and advance of - 60%
- On handing over of GFC's & BOQ's - 40%

Whitewater Design Studio LLP

Corporate Off: Anchorage, off Govandi Station Rd, Near Amarnath Patil Ground, Govandi-E, Mumbai 400 088.

O : 022 6740 7640 | E: admin@whitewaterdesign.in

Registered Off: 416/417,4TH FLOOR,Navrattan,P.D.Mello ROAD,Mumbai -400009 ,Maharashtra.

LLPIN :AAD-0670 | O : 022-67407673

SITE DROP:

Please note that there are cases wherein the sites are dropped in before execution, and in such scenarios we shall be paying as per the following stages:

SITE DROP STATUS	AMOUNT PAYABLE IN RUPEES
Site dropped after feasibility	15%
Site dropped after design package approval	60%
Site dropped after submission of GFC	100%

* Applicable Taxes shall be paid extra.

Note

1. The Company shall not be responsible for any other payment to Designer. The service tax shall be paid by the Company as per the applicable rate. The fees payable shall be subject to applicable statutory deductions under the applicable law of India.
2. The Designer shall submit invoices to the Company in accordance with and together with such documents as may be agreed between the Company and the Designer from time to time.
3. The Company shall pay the amounts due and payable to the Designer within 30 days of the submission / receipt of the Invoice.

REIMBURSABLE EXPENSES:

In addition to the fee payable under the preceding clauses, the client will reimburse to White Water Design Studio LLP as per following.

- All site feasibility cost would be reimbursed as per actuals.
- Cost of presentation models; walk through, graphics etc. if required.

CLIENTS RESPONSIBILITIES:

The following shall be the responsibilities of the client:

- Provide detailed requirements of the project.
- Take note of the observations made by the Whitewater Design Studio LLP on their inspection and visits.
- All liaison and mandatory permission and licenses required to carry out the Interior Architectural work will be the client's responsibility or shall be taken care by the liasoning consultant appointed by the client.
- For sites that are of an awkward shape/ sloping land/ has vegetation etc, Travel Food Services Pvt. Ltd., should appoint an independent surveyor to measure the property.
- Structural consultant, if and whenever required to be appointed, it shall be done by and at cost of the client.

Note:

All payments shall be made to: **'White Water Design Studio LLP'**

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OTHERS:

The Client accepts that the Interior Designer will rely upon the accuracy, sufficiency, consistency and timing of the information supplied by or on behalf of the Client, its consultants, contractors and others engaged upon or in connection with the Project.

ANTI – POACHING CLAUSES:

(Mutual obligation)

It is specifically agreed that neither party will, without written consent of the other party, actively solicit employment of the employees of the other party during the period in which such employees are involved in the performance of such party's obligations hereunder and for a period of one (01) year thereafter i.e. after the expiry of the terms of this proposal or any Premature termination thereof.

LIABILITIES OF THE CONSULTANT

In the event of any major deviation in the GFC Set & Inventories, except the deviation is a result of inadequacy of source design information and/or any revisions and/or modification by company without the knowledge of the consultant, the company shall be entitled to recover from the consultant an amount mutually agreed upon by both parties not exceeding 50% of the fees of the said project and the same can be adjusted against the outstanding bills of the consultant.

TERMINATION:

The Interior Designer may terminate this agreement only in case the Client fails to pay its correctly invoiced fees within 30 days of receipt of a reminder by courier letter informing Client of due amount.

ARBITRATION:

All disputes that cannot be settled amicably under the agreement shall be resolved by arbitration. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 by the board of arbitration composed of three arbitrators. Any controversy or claim arising out of this contract or any alleged breach thereof shall be settled by arbitration as follows

The party making a claim shall notify the other party by registered letter. Within 30 days after receipt of that letter both parties shall nominate one mutually agreeable arbitrator. In the event of failure to make such nomination/ appointment within 30 days, arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996. The Arbitration Award shall be final & binding on both the parties. The official language of arbitration shall be the English language. The venue of the arbitration shall be Mumbai.

JURISDICTION:

Any suit by or against any party hereto shall be instituted in the competent Courts at Mumbai only and the parties hereto specifically agree to exclude the jurisdiction of other Courts and the courts in the Mumbai shall only have jurisdiction to try and entertain suits pertaining to this agreement.

For White Water Design Studio LLP

Authorized Signatory

Received & Accepted

For Travel Food Services Pvt. Ltd.

Authorized Signatory

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ANNEXURE-A FOR GFC'S STAGE

1. SITE FEASIBILITY:

- Information Collection and Analysis (Circulation, Operations, Day Parts, BOH & FOH Sizing based on Standard Foot Prints).
- **Site evaluation and analysis:**
- Visibility of store front and interior
- External and Internal linkages
- Details of demolition to be carried out.
- Conducting site feasibility for accuracy of site dimensions.
- Existing columns, Beams and slabs (only visual inspection).
- Location of Main and Service entry.
- Location of Water Supply and Drainage.
- Location of ODUs
- Location of Exhaust & Fresh air System
- Availability of space for primary and secondary signage
- Availability of DG

2. DESIGN PACKAGE:

- Prepare Zoning diagram
- Planning of BOH & FOH Schematic layout as per template.
- Preparing of floor layouts indicating movement pattern within the store.
- Planning of Focal Points and specific experiential zones.
- Incorporation of Customer touch points
- False ceiling Design
- External Elevations.
- Fixed and Movable Furniture.
- Detailing of MOHs
- Preparing detailed BOH layouts.
- Internal elevations
- Facade

Upon approval of Design Package, the Good For Construction Drawings & BOQs shall be prepared.

3. ELECTRICAL CONSULTANCY:

Planning and preparing of working drawings, which shall include the following points:

- Light looping & power socket looping layout.
- Layout of cable TV & SLD.
- Layout for terminating phone lines.

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- Power plan – SLDS, electrical panels.
- Electrical load calculation.
- Smoke detectors plan if mandatory.
- Earthing location plan.
- Data/Voice drawings.
- Music and PA layout point location along with SLD.
- Inverter DB.
- Typical lighting DB.
- UPS-SLD for panel and DB.
- Cable schedule – power and other services.
- BOQ & material specifications

4. HVAC CONSULTANCY:

Planning and preparing of working drawings, which shall include the following:

- Heat load calculations.
- AC layout.
- Location of indoor units, outdoor units, fresh air & exhaust blower fans.
- AC ducting layout.
- BOQ & Material Specifications.
- Fresh air ducting layout.
- Exhaust ducting layout.
- Elevations and sectional drawings.
- Co-ordinated services layout.

5. PLUMBING /SANITARY AND FIRE PROTECTION CONSULTANCY:

Planning and preparing of working drawings, which shall include the following:

- Specifications of Sanitary Fixtures and Fittings.
- Internal Water Supply Layout.
- External Water Supply Layout (wherever applicable).
- Internal Drainage Layout.
- External Drainage Layout (wherever applicable).
- Fire Fighting Pumps, Equipment and Electrical Panel including connection to various equipment's.
- Sprinkler Layout.
- Hand Held Fire Extinguishing System.
- The Fire Suppression System shall comprise the Fire Hydrants System, the Sprinkle System (Wet Type) Hand Appliances.
- BOQ for Plumbing.

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