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Scope of Services & Fee Proposal

This proposal is between **ABM** and **K HOSPITALITY**, for **Blue Sea Banquets, Mumbai**. This Fee Proposal must be agreed upon before the project begins. The project milestones and ABM's fees are outlined in this document.

Project

Interior Design of **Blue Sea Banquets** at **Worli, Mumbai** of following areas.

Part A

- Main Banquet Hall
- Mezzanine
- Staircase
- Toilet
(Excluding kitchen & BOH)

Part B

Main Forecourt (excluding NAB) including intervention in the compound wall and gate.

Scope of Work

- Survey of site
- Comprehensive Interior Design
- MEPF, Acoustics, Lighting etc.
- 3D Renders – 6 to 8 nos.
- Material Palette with mood board
- FF&E Package
- Cost Estimation
- Documentation incl. technical specification and BOQ, adequate to invite quotes
- Recommending contractors & vendors
- Site Supervision
- Certification of works & bills

Consultants in ABM's scope:

- MEP Consultant
- Acoustic Consultant
- Lighting Consultant

Consultants in Client's scope:

- AV Consultant
- Structural Consultant
- Municipal Consultant

Project Schedule

Deliverables and Due Dates are agreed upon by both parties as outlined below. The due dates are subject to the Client's timely responses and feedback. If the project should continue beyond the agreed time frame for reasons not attributable to the Designer, then the Designer and Client should come to an agreement on a change in fees.

- Design, Engineering & Development -- 2 months
- Site Execution -- 4 months

Project Fees

Lumpsum: Rs. 30.00 Lakhs (Thirty Lakhs Only)

* GST at 18% shall be charged extra as applicable

Scope of Services & Deliverables

PART A	CONCEPT DESIGN	NO. OF REVISIONS
A.1	Furniture Layout	1
A.2	Pre-Concept Presentation to include 1 option of look & feel references	0
A.3	Concept & Design Presentation which will include: Final Layout References Digital Material & Finishes Palette 3D Rendered Views	0
PART B	DESIGN DEVELOPMENT AND DOCUMENTATION	
B.1	DD Docket to include: Interior Tender Docs Designer's Estimate/BOQ	0
B.2	GFC Docket to include: Interior GFCs Furniture details and selection of all hard & soft finishes, Art & Artefacts FFE Packages	0
B.3	Execution and Handover: Material selection & mockup approvals Site supervision to ensure that all works carried out are as per design drawings and details Coordinating with all on site agencies and Client for any design queries Checking Vendors / Contractors shop drawings before authorising the same for execution Bill checking <i>ABM is not responsible for timely payment to the contractor by the client</i>	

Fee Breakup & Payment Schedule

STAGE 1: ON APPOINTMENT

Upon signing this agreement, ABM will receive a non-refundable upfront retainer which will be attributed to the total fees

20% of Rs. 30,00,000.00 = **Rs. 6,00,000/-**

STAGE 2: DESIGN DEVELOPMENT

Due on submission of Tender Documents

20% of Rs. 30,00,000.00 = **Rs. 6,00,000/-**

STAGE 3: SUBMISSION OF GFC

Due on submission of all working drawings / GFC

20% of Rs. 30,00,000.00 = **Rs. 6,00,000/-**

STAGE 4: EXECUTION

During construction

30% of Rs. 30,00,000.00 = **Rs. 9,00,000/-** (in two installments)

STAGE 5: HANDOVER

Due on final handover

10% of Rs. 30,00,000.00 = **Rs. 3,00,000/-**

TOTAL	:	Rs. 30,00,000.00
GST @18%	:	Rs. 5,40,000.00
		=====
PROJECT TOTAL	:	Rs. 35,40,000.00

After each milestone as per the payment schedule, ABM will issue an invoice which is payable no later than seven (7) days from the date of invoice. If payment for the invoiced amount is not received in full at the end of the 7-day period, then ABM will issue a reminder notice. If payment is not received within 7 days from the date of the reminder notice issued, ABM has the right to stop all work. Payment should be made as directed on the invoice. The services and prices listed in the invoice are comprehensive and final.

Changes in the Scope of Work

The Client and Designers may rely on initial information. Both parties, however, recognize that the initial information is subject to change and, in that event, the Client and the Designer shall appropriately adjust ABM's services, schedule as well as the fees.

Hence, the final fees listed here and project BOQ are subject to change if the Client requests a change outside of the scope of the original project proposal, if expenses are incurred, or if conditions unforeseen at the time of the original project proposal occur.

The Designer is obligated to give full disclosure about the additional costs and pricing terms of changes to the project or any expenses. The Client agrees to pay for the changes and/or expenses incurred after a full acknowledgment and consent about the additional costs.

If the Designer orders minor changes in the work consistent with the intent of the agreement and documents that do not involve an adjustment to the contract sum or extension to the contract time, the Designer shall request the client's approval.

The Designer shall maintain record relative to changes in the Work.

Intellectual Property

The Designer retains copyright in the design and all other plans, drawings and documents (together, "Documentation") prepared by the Designer in relation to the Project. The Designer grants the Client an express, but revocable, license to use the Documentation for the purposes of the Project on the site for which it was intended. The Client must obtain the express written consent of the Designer to use the Documentation in relation to the same or any other project, site or development. The Designer may in its discretion refuse such consent or only provide consent upon receipt of proof that any necessary planning, building or other authority approvals have been obtained to use the Documentation for a different project or site. The Designer may in its discretion charge the Client a license fee to use the Documentation for a different project or site.

Termination of Services

Either party may terminate their Agreement, with or without cause, by giving one month's written notice to the other party, indicating such party's intention to terminate their Agreement.

If the Client or the Designer chooses to break the contract, then the Client must pay for any work the Designer has done; this cost will be determined and mutually agreed upon by both parties.

If at any time the Client shall decide to postpone the works, the Client may inform the Designer, in writing, to suspend the performance of the Designer's services under their Agreement for the time being.

Notes

- No design work will begin until the upfront payment has been made and the agreement has been signed. The Client fully understands the Designer will not move on to the next stage until the current one or the invoice has been paid in full. This includes interest accumulated by late payments, as described in this proposal.
- Municipal Approvals and all the statutory approvals from C.F.O., power supply, etc. are not included in the ABM's scope and are the responsibility of the Client, though ABM will assist the liaising Architect / Engineer with all drawings as required
- The Client permits Designer to take photographs, videos or other media of the Project site during all stages of construction and allows to publicize the Project for marketing purposes and for social media