

Scope of Services & Fee Proposal

This proposal is between **ABM** and **TFS**, for designing **Lounges at Noida Airport**. This Fee Proposal must be agreed upon before the project begins. The project milestones and ABM's fees for each are outlined in this document.

Project

Design of Lounges at Noida Airport of total area 14155 sq.ft,

(1) Domestic Lounge of approx. area 12067 sq.ft

(2) International Lounge of approx. area 2088 sq.ft.

Scope of Work

Interior Design :

- Design Pre-Concept Presentation - Conceptual Layouts / References / Zoning Plans / Space Planning – 3 options max.
- Design Concept Presentation – Based on chosen design from pre-concept stage
- 3D Renderings (6-8 views total)

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 Development -- upto 3 months

Project Fees

The Designer's fees for Interior Design & Consultation

Lumpsum -- Rs. 15.00 Lacs (Fifteen Lacs Only)

Designers' outstation expenses for travel and stay will be extra and at actuals

* GST at 18% shall be charged extra as applicable



Fee Breakup & Payment Schedule

STAGE 1: ON APPOINTMENT // Rs. 5.00 Lacs

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

STAGE 2: DESIGN DEVELOPMENT // Rs. 5.00 Lacs

Finalization of plan

STAGE 3: HANDOVER // Rs. 5.00 Lacs

Due on final handover

TOTAL	:	Rs. 15,00,000.00
GST @18%	:	Rs. 2,70,000.00
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PROJECT TOTAL	:	Rs. 17,70,000.00

After each milestone as per the payment schedule, ABM will issue an invoice which is payable no later than fourteen (14) days from the date of invoice. If payment for the invoiced amount is not received in full at the end of the 14-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 an 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.
 - Government and Local Body approvals for building and utilities 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.
 - Work timings: Monday – Friday 10am to 7pm and Saturday 10am to 2pm. All public holidays are considered as leave by the Designer.
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