

CLIENT LOUNGE SERVICES PVT LTD

I. SCOPE OF WORK AND SERVICES:

Designer shall take written approvals from the Client's Authorized Representative and maintain record thereof, before issuing of GFC drawings, BOQ Materials List.

PHASE 1:

CONCEPT & SCHEMATIC DESIGN:

The essence of all work in this phase is to develop a conceptual MEP planning such that it augments the architectural and functional requirements of the brand format.

- DESIGNER shall develop MEP design solutions for all areas listed based on the standard brand prototype.
- DESIGNER will get the approvals on the zone plans. DESIGNER shall outline all specifications of materials.
- DESIGNER will provide detailed MEP BOQ.
- To suggest material, design alternatives to Client in order to complete the project in budget, time and Operational requirements.
- To do Design coordination with Contractor (s) / Consultant (s) as when required by Client during the execution.
- To Coordinate with BIAL for MEP design requirements & their Approvals
- To solve design issues/queries within time lines during the execution.
- To prepare & Submit Electrical & Heat Load requirement to client / BIAL
- To coordinate with CLIENT for MEP design requirements & their Approvals.
- To solve design issues/queries within time lines during the execution.
- Detailed designing and construction documents along with BOQ and specification for all services and preparation of schedule of finishes.

PHASE 2:

DESIGN AND DEVELOPMENT:

- a) The schematic Design shall be refined during Design Development to establish more detailed plans. Design Development will take the form of fully coordinated design of all components of the Project and reasonable cost checking of the designs for compliance with the approved Project Budget
- b) DESIGNER shall also :
 - (1) Incorporate comments and any requirements raised by the client (CLIENT) and the design team and further refine the approved schematic design.
 - (2) Prepare and submit estimated construction costs.
 - (3) Ensure that all designs are fully coordinated with the services, provided by the design consultant.
 - (4) Carry out Value Engineering exercises comprising the investigation of alternative materials and design solution, to achieve cost effective aesthetic solutions.
 - (5) Release drawings and specifications in stages to the client (CLIENT) in order to review the documents and to facilitate the design consultant's integration of the same into the main work package. The frequency of the deliverables shall be agreed upon by the Project Manager and Design Consultants with the client (CLIENT).
 - (6) Be present in a preliminary design development presentation to the client (CLIENT) and design team (if any other consultant).
 - (7) Be present in a final design development presentation to the client (CLIENT) and the design team (if any other consultant).
 - (8) The deliverables by the MEP designer shall include design information not limited to the following:
 - Plans: reference plan, setting out plan, Reflected Ceiling Plan (RCP), electrical layout, etc.
 - Sections
 - Enlarged plans for all minor and major elements and details
 - Material sample images and specifications: accessories, fixtures and fittings, hardware (brand specifications) etc.

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- Lighting and special features (if any) specifications and images sufficient for coordination with the design team.
 - Estimated construction cost report prior to project execution.
 - Carry out Value Engineering exercise comprising the investigation of alternative materials and design solutions, to achieve cost effective and aesthetic solutions & Reengineering to control cost to work within the approved budget for project.
- (9) DESIGNER must take approval from Authorized Representative of CLIENT for any design changes, changes in schematic drawings, services, or any item that may have an impact on the budget.

PHASE 3:

DETAILED DESIGN DEVELOPMENT STAGE & DOCUMENTATION:

The objective of all work in this phase is to fine-tune the concepts and schematics developed in Phase 1, such that all concept details and conditions can be coordinated, and develop a cohesive package of designing information that can then be used by the Execution Team / CLIENT team to develop and coordinate the project.

- a) DESIGNER shall attend meetings / workshops with owner and respective team in Bengaluru Airport for designs issues.
- b) DESIGNER shall provide updated drawings (in the form of plans, elevations, sections, site plans and details as per requirement) on background drawings furnished by design team at the current phase.
- c) DESIGNER shall provide updated materials specifications, schedules, cost estimate of all materials to meet the concept /brand format requirement.
- d) DESIGNER shall provide final design drawings set along with respective BOQs.
- e) DESIGNER shall communicate, coordinate, and furnish appropriate documentation to the appointed agency / contractor.
- f) DESIGNER shall participate in value designing and equipment planning related exercises and revisions after the completion of the Design Development Phase.
- g) DESIGNER shall share the final filled BOQ from approved respective contracting team to CLIENT to precede the Work Orders.

PHASE 3 (A) MEP DESIGNING & CONSULTANCY:

➤ ELECTRICAL GFC SET:

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

- Designing of lighting systems & specialized feature systems
- Trunking layout / floor conduit
- Light looping Layout
- Power socket looping layout.
- BOQ & Material Specifications
- Power Plan – SLD, Electrical Panels
- Electrical Load Calculations
- Data drawing

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- Typical Lighting DB
- Cable Schedule – Power & other services
- Preparation of earthing and lightning protection layout
- Smoke Detector drawing with looping
- Designing of extra low voltage systems like; CCTV, Access control, Music & public addressing etc

➤ HVAC GFCs:

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

- Design Basis Report
- Heat Load calculations
- Cooling Load estimates
- AC schematic Layout (ducting layout and machine location)
- Exhaust and Fresh air details (schematic)
- BOQ & Material Specifications
- Elevation and Sectional drawing

➤ PLUMBING GFCs:

Planning and preparing of working drawings, which shall include the follow –

- Specifications of Sanitary Fixtures and Fittings.
- Internal & External Water Supply – Schematic Layout.
- Internal & External Drainage – Schematic Layout.
- Sprinkler- Schematic Layout.
- BOQ for plumbing

➤ FIRE PROTECTION GFCs:

Planning and preparing of working drawings, which shall include the follow –

- Design and layout of Sprinkler system. Modifications in the existing sprinkler system required as per RCP or layout.
- Layout of fire extinguisher as per requirements.

PHASE 4:

CONSTRUCTION DOCUMENTATION:

Below the objective of all documentation produced at this stage is such that the project site could be executed, and the appointed agency / contractor are able to accurately execute the project site.

1. DESIGNER shall provide clarification of design intent of the project site documentation as required by contracting execution team.
2. DESIGNER shall provide complete set of MEP layout with Legends, Notes and related information.
3. DESIGNER shall provide fully dimensioned drawings furnished by design team at the current phase.

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4. All materials specifications, schedules, and fixture cut sheets.
5. DESIGNER shall hand over the Project with completion of snags to operation and production team of CLIENT.
6. DESIGNER shall obtain NOC from CLIENT operational team regarding quality of work and viability of outlets for any payments to vendor.
7. GFC (Good for Construction Drawings)
 - Prepare Issue and Maintain GFC design drawing and Schematic design drawing.
 - Equipment Layout of various designs.
 - Required Elevations & Sections
 - Designs of Lighting systems & Special Light feature systems
 - Light/ Power socket looping layout
 - Power plan – SLD, Electrical Panels
 - Cable Schedule - Power Other Services
 - BOQ & Material Specification

PHASE 5:

QUALITY INSPECTION & TESTING OF SERVICES:

Checking all MEP Installation in accordance with design, and certifying the same

HVAC systems: Supervision of Testing and Commissioning of -

- Pressure testing of copper pipes.
- Air leakage test in ducting work (smoke test)
- Checking the correct installation of all Units & Ducting s per design

FAS System:

- Witness & certify Pressure testing of sprinkler pipes & installation.

Electrical & ELV System:

- Check & certify all Electrical wiring works as per design & specifications.
- Check the Panels & DBs installed.
- Check earthing provided.

PHASE 6:

CONSTRUCTION ADMINSTRATIVE:

This phase shall involve coordination and field work during accurate execution of design intent, and will include fine-tuning, focusing on brand standards.

1. DESIGNER shall assist with coordination and responses as required.
2. DESIGNER shall review all materials being used for conformance to the intent of designs and specifications.
3. DESIGNER shall review and evaluate proposed substitutions.

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- DESIGNER shall perform minor and reasonable changes or modifications to the original design to conform to regulatory code, safety regulations or site conditions.
- DESIGNER shall be available by phone and internet to assure continued communication and collaboration.
- DESIGNER shall review and certify all the as build drawings

Note:

- Site Visits will be as per mutually agreed and as required by Client.
- Client will reimburse site visit cost maximum to 2 persons only per visit. Any additional person cost need to be borne by Consultant.
- Travelling will be from economy class by Air.
- Consultant accommodation will at Client's contracted hotels or at any other hotel at cost equivalent to rates as contracted by CLIENT.

II. COMMENCEMENT AND COMPLETION PERIOD

- DESIGNER shall commence the designing immediately from the date of issuance of the work order.
- Both parties agree that DESIGNER Consultants shall submit the approved design with complete tender documents, GFC and BOQ on mutually agreed date from the date of issuance of this work order.

III. REPORTING

The CONSULTANT shall also have to report any deviations, issues and bottlenecks to the **Authorized Representative** on an immediate basis to ensure completion of Works as per the schedule.

IV. DELIVERABLES

- To submit tender proposal design drawings, BOQ, material list and total projects Drawings list for interior to Authorized Representative of CLIENT in hard (3 No's- A1-paper size) and soft copy format within 7 days from the date of the Work Order.
- To submit detailed GFC drawings within 15 days from the date of the Work Order.
- To submit the design drawings/GFC to Client Authorized Representative in Hard (3 No's- A1-paper size) and soft (PDF/Cad) format.
- Materials & Vendor proposal to be given by DESIGNER & selection will be done by Client.
- Negotiation with Vendors will be done by CLIENT.
- All design approval to be taken from CLIENT before finalization of BOQ
- No design or concept should be changed during the execution without written approval by Authorized Client Representative of CLIENT.
- Items in BOQ should be available in the market & with a minimum Lead time for procurement.

1. COPYRIGHT & CONFIDENTIALITY:

All information, materials (printed or otherwise), data and drawings furnished / disclosed by the CLIENT to the DESIGNER or howsoever obtained by the DESIGNER, shall belong to and shall always remain the property of the CLIENT and shall be treated by those who receive or obtain the same including without limitation the DESIGNER, its agents, sub-consultants and servants, as confidential and the said information, materials (printed or otherwise), data and drawings, shall not be used, distributed or disclosed by them without obtaining the prior written consent of the CLIENT except where such disclosure is made for the purpose utilizing the same in connection with the execution, operation and maintenance of the Works or where such disclosure is mandated by law or by an order of a court possessing competent jurisdiction.

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2. INDEMNITY:

DESIGNER agrees and undertakes to indemnify and hold harmless the client (CLIENT), its directors, officers, employees and agents, from and against any actions, claims, demands, proceedings, fines, penalties, liabilities, loss, cost, damages or expenses sustained either by the client (CLIENT), or any third party as a result of any breach by the DESIGNER, its employees, labour, workers, sub-contractors, officers, advisors, consultants, of any law, representation, obligations, warranties or covenants contained in this Work Order or as a result of default or negligence or deficiency in performance of its obligation under this Work Order.

3. LIQUIDATED DAMAGES:

Liquidated Damages at 25% per week of delay, subject to a maximum of 50% of DESIGNER contract value, may be deducted from DESIGNER's fees, if it is ascertained that the project is delayed due to DESIGNER not performing its duties in the time frame, as mutually agreed between DESIGNER & CLIENT.

In the event if delay is caused due to circumstances beyond its reasonable control or wherein the DESIGNER has put in his best efforts to reduce/prevent such delays, no penalty may be charged at the discretion of CLIENT. However, the decision whether the DESIGNER had/has put it in best effort to reduce/prevent such delays shall solely be of CLIENT.

The above mentioned Liquidated Damages Clause shall be equally applicable and shall also be included in contractors/ vendors contracts. DESIGNER shall ensure communication and implementation of stringent Liquidated Damages clause in all vendor contracts/ agreements to deliver on time and as per specifications.

4. DEFECT AND LIABILITY

Period is Six (6) month from the date of Virtual Completion for commercial operations or such (extended period) beyond the said one year as may be needed for rectification of defective works arise due to design, specification, flaw during which period the DESIGNER shall continue to be liable and responsible for all costs, expenses, claims including without limitation third party liabilities of whatsoever nature arising out of such defect or deficiency carried out by the DESIGNER.

5. SERVICES DURING DEFECTS LIABILITY PERIOD:

DESIGNER agrees and undertakes to provide the subject services under this Work Order during the defects liability period for all its deliverables and obligations under this Work Order. DESIGNER shall be bound by the same terms and conditions as contained under this Work Order.

6. COMPLIANCE WITH LAWS:

DESIGNER represents, warrants, and covenants that its shall comply with all applicable laws, regulations, ordinances or other rules in relation to said deliverables and obligation under this Work Order. DESIGNER further warrants that compliance with applicable law and regulations there under will be and has been maintained at all times. DESIGNER will ensure its agents, directors, officers, personnel and others acting through or on behalf of DESIGNER comply with all applicable laws relating to performance of its obligation under this Work Order, and it shall obtain all necessary, permissions, consents, licenses, and approvals required to perform its obligations under this Work Order and DESIGNER shall give all notices and pay all fees and charges that are and that can be demanded by law there under. DESIGNER agrees to indemnify and hold client (CLIENT) fully indemnified and harmless from all damages, losses, liabilities, claims, costs, and expenses including legal fees arising from the failure of the DESIGNERs its employees, labour, workmen, sub contractors, vendors, consultants, advisors, to comply with this clause. The provision of this Clause shall survive completion or termination of the Work Order.

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of courts in Mumbai. Time is the essence of this contract. DESIGNER shall ensure the completion of the works within the stipulated time frame.

7. INTELLECTUAL PROPERTY INDEMNITY:

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DESIGNER agrees to indemnify and hold CLIENT fully indemnified and harmless from all damages, losses, liabilities, claims, costs, and expenses including attorneys' fees arising from any infringement or claimed infringement of any intellectual property including know how, business methods, images, design rights or analogous rights thereto (or misappropriation of any trade secret) in connection with the use or sale by CLIENT or its clients and customers of the Products. DESIGNER agrees that it will, upon request of CLIENT and at its own expense, defend or assist in the defense of any action that may be brought against CLIENT or its clients for such infringement or claimed infringement. The provision of this Clause shall survive completion or termination of the Work Order/ Agreement.

8. TERMINATION:

CLIENT may terminate this contract at any time by giving 7 (seven) days advance notice to the DESIGNER in the event that the CLIENT finds the DESIGNER'S work dissatisfactory (whether with regard to quality, adherence to time-schedule, adherence to the terms, conditions, and stipulations of the contract or otherwise).

In the event of such termination, CLIENT shall not be liable to pay any amount to the DESIGNER over and above the amounts already approved, paid towards works already executed up to the date of termination based on monthly invoices raised and no claim for any money or any other amounts shall lie against the CLIENT except proportionate retention money. The CLIENT shall, in the event of terminating this contract under this provision, be fully entitled to receive the unrecovered advance, paid to the Consultant, from the Consultant.

9. ASSIGNMENT:

DESIGNER shall not assign this Work Order or subcontract any portion of its obligations hereunder without the prior written consent of the Client (CLIENT) including assigning or subcontracting the technical consultancy on the subject services.

10. LIENS

DESIGNER represents that deliverables under this Work Order shall be performed, finished, and delivered to the client (CLIENT) free from all claims, liens and charges of any kind whatsoever within the spirit and intendment of this Work Order.

11. IDENTIFICATION

DESIGNER shall not use the name or any trademark, logo or trade name of the client (CLIENT) or its affiliated companies in its advertising or promotional material unless it obtains prior written permission from the client (CLIENT).

12. SETTLEMENT OF DISPUTES

The parties shall attempt to amicably settle all disputes arising out of and relating to this Agreement and the obligations there under (the "Dispute") through negotiations and consultations with each other. In the event, the Dispute is not settled amicably, either party may give written notice of dispute to the other party within ten (10) days of such non-settlement of the dispute.

If such Dispute arising between the parties is not amicably settled as stated above, such Dispute shall be referred to and finally settled by Arbitration. The said Arbitration shall be conducted in accordance with the (Indian) Arbitration and Conciliation Act, 1996 or any amendment thereof. The Parties agree:

- That the arbitration proceedings will be conducted in Mumbai and proceedings shall be in English language; and
- The arbitration shall be referred to a sole Arbitrator and in case the parties fail to agree to the name of the sole Arbitrator, each party shall appoint 1(one) arbitrator. The Arbitrator so appointed shall mutually appoint a third arbitrator who shall be the presiding arbitrator.
- The decision of the arbitrators on the dispute shall be final and binding on the parties.

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- Notwithstanding the commencement of any dispute resolution, the parties must without delay continue to perform their respective obligations under this Agreement in accordance with its provisions except, where a party has acted reasonably and bona fide in relation to the dispute or difference, to the extent that the matter, which is the subject of the dispute or difference and matters necessarily dependent on it cannot be proceeded with until the dispute or difference has been determined.
- All costs and expenses (including the counsels' fees) in relation to such arbitration proceedings shall be borne by the respective Parties.

This Agreement shall be governed by and construed in accordance with the laws of India and shall be subject to the jurisdiction of courts in Mumbai.

This work order / Agreement is subscribed in duplicate on 17th of the month of February, 2020 by the parties. Each party retains one copy thereof.