



INTERIOR DESIGN CONSULTANCY & IMPLEMENTATION CONTRACT

Project XY, Kanpur

Client - **Project XY by Company/initializ**

Designer - **Ms. Naomi Sahay**

Date - 12/03/2024

Quotation No - CCPL /23-24/25

Site Address - Lakhanpur, ViaksNagar Kanpur 208024

Client Contact - Mr. Ratnesh : +91 1234567890; amaurya@initializ.io
- ABC : +91 9087654321; [undefined](#)

Designer Contact - Ms. Naomi Sahay +91 84475 00754; naomi@colonelz.com

Scope of Work

The Scope of work entails Interior Designing & Implementation by Colonelz Constructions Pvt Ltd, represented by its Head Designs, Ms Naomi Sahay, (hereinafter known as "The Designer"), i.e., preparation of all drawings for the execution of works for the Project XY of Company/initializ, at Lakhanpur, ViaksNagar Kanpur 208024, represented by its Director, Mr. Ratnesh (hereinafter known as "The Client"). Details given above.

Part I. Interior Designing of the complete Space.

Part II. Execution of the finalized Design as Approved by The Client.

Part I

This is the Designing Part, which will be covered in 2 sections:

1. Phase I –Conceptual Stage, i.e. Stage 1:

- a. Presentation Drawings:
 - Furniture Layout Plan
 - Presentation with Conceptual Pictures & Sketches
 - Conceptual 3D Views:
 - Exterior x 1 angle view with 1-2 design options
 - Interior x 2 angle views with 1-2 finish options
- b. Civil Work Drawings:
 - Zoning
 - Floor Plan
 - Elevations where required.
 - Furniture Layout
 - Electrical Layout
 - Plumbing Layout
 - Ceiling Layout

(Please note: The spaces shall be defined and finalized as per the space available at the site, and the final furniture layout)

2. Phase II –GFC Stage:

- a. Stage 2: Design Development Phase 1
 - Detailed 3D Views (with finalized details):
 - Exterior x 2 angle views
 - Interior x 6 angle views
- b. Stage 3: Good for Construction (GFC) Drawings
 - Furniture Layout incorporating all additions and changes requested
 - Flooring Layout Plan
 - Detailed Space Plan/Furniture Layout
 - Floor Finish Detail
 - Floor LVL Layout
 - Plumbing Details
 - Water Supply Layout
 - Drain Layout
 - Wall Elevations for plumbing points

- Reflected Ceiling Plan
 - Ceiling Plan
 - Ceiling Lighting Plan
 - Ceiling Finish Detail
- Electrical Drawings
 - Looping Detail
 - Wall Lighting Plan
 - Wall Electrical
- Wall Finishes Plan
 - Wall Elevations
- Woodwork Details:
 - Fixed Furniture
 - Wall Paneling
 - Loose Furniture
 - Moulding & Detailing if any
 - Storages Details

c. Stage 4: Documents & BOQs

- Light fixtures BOQ
- Furniture BOQ
- Electrical BOQ
- Plumbing BOQ
- Tiling BOQ
- Furnishing BOQ

Part II

The Designer shall implement the Design as finalized with The Client, with Quality checks, coordination and supervision with all teams.

Fee Proposal

Designing will be done as per the following rates;

Total cost for Designing and Supervision shall be **INR 100000/excl. taxes (Rupees one hundred thousand Only)** applicable solely to the "Project XY" situated at "Lakhanpur, ViaksNagar Kanpur 208024".

For all Project XY at other locations, the contract will be duly modified based on the Location & the Scope of work.

The Client shall release respective payment instalments within 3 days from the date of completion of stage OR intimation from the Designer as elucidated below:

Designing Payment Terms & Condition

1. Design work shall commence within 2 Business days (Mon-Fri) from the date of receipt of Mobilization Advance & Work Contract duly signed.
2. Payment Terms:
 - **Booking fee** - 35% of total Design Fees
 - **On Finalization of Furniture Layout** fees - 50% of total Design fees
 - **After Finalization of Conceptual 3D Designs** - 70% of total Design Fees (ie, before the commencement of site execution)
 - **After Finalization of GFCs and 3Ds** - 95% of total Design Fees
 - **After handing over** - 05% of total Design Fees

The Client shall release respective payment instalments within 3 days from the date of completion of stage OR intimation from the Designer.

3. **Site Visit.** A total of 8 site visits are included in the cost. Any visit thereafter will be chargeable @ ₹3000/ per visit for 2 hours on site. Every additional 30 mins will be charged @ ₹500/ per half an hour. The Designer's design team shall be visiting as given above, to ascertain the progress, quality etc.
4. The price quoted is valid for 30 days from the date of Quotation & may be revised at the time of finalization.
5. GST @ 18% will be additionally charged on the total fee. In case of any Policy Change by the Govt., Taxes & duties will be charged as per actual.
6. Order once placed cannot be cancelled. In case of cancellation, the Fee till the stage of services prepared & rendered shall be paid and cleared.
7. The Designer agrees to abide by '**No Compete Agreement**', in that they will not accept Designing works from any Competitor Franchise, opening similar Outlets of Project XY, of Company/initializ, for making similar Food & Beverage Outlet. The Site pics will also not be used on Social Media or elsewhere, for One Year from the date of Handover of the Project, by The Designer.

General Terms & Conditions

General Terms & Conditions

1. **Scope.** Implementation Work shall be completed as per the plan mutually decided, which will be placed on a Pert Chart. W will be the day of commencement of Work. All Sundays / days when work is not permitted to be done will be added to the timeline. As the entire work has to be done between 11 PM to 8 AM, the timelines will be worked out accordingly. All restrictions on work time will be added to the Work Plan. Day to Day Handling of the Commercial Site's Real Estate Manager or the Building Management will be done by Colonelz. However, in case of any levies, disputes, etc., the same shall be handled by the Client.
2. **Design Finalisation**
 - **Furniture Layout-** Minor changes are acceptable till 1 week after the finalization of layout. Any major changes / more than 2 changes shall be chargeable @ ₹ 4,000/ per major change, eg, each change in layout of furniture, incl modular furniture is considered as a major change.
 - **LV, Electrical & False Ceiling Plans-** Unlimited revisions allowed in the drawings until finalization. However, only 1-time minor changes are free of cost up to 5 days from the date of finalization of plans. Any change thereafter shall be chargeable @

₹,2,000/ per change. Any additional cost incurred to change the plan, shall be added to the Bills.

- **Fixed Furniture-** Unlimited revisions are allowed in the drawings until finalization. However, only 1-time minor changes are free of cost up to 3 days from date of finalization of plans. Any change thereafter shall be chargeable @ ₹ 2,000/ per change, provided the material for production has not been procured and / or resized as per the design to be implemented.
- **Loose Furniture-** Unlimited revisions are allowed in the drawings until finalization. However, only 1-time minor changes are free of cost up to 3 days from date of finalization of plans. Any change thereafter shall be chargeable @ ₹ 2,000/ per change. However, NO change is acceptable after 5 days, or once the frame is made, whichever is earlier.
- **Major Changes.** In case of any major change in plan after the plans are frozen and / or work has commenced, will be reassessed, and considered as a new design/ drawing/ work.
- **Orders once confirmed / closed, cannot be cancelled and are 100% payable.**

3. **3D Visualisation.**

- Conceptual Stage- 2 selected design options in 3D for each space as per views mentioned in Design Contract will be provided.
- Detail Finalization- 2 selected finish combinations in 3D for each space as per views mentioned in Design Contract will be provided.
- Revisions- minor revisions offered until finalization of design, will be free, thereafter chargeable; these will be chargeable @₹4000/ per render view.

Please note major changes in the 3D after finalization lead to revisions in 2D drawings and the project timeline.

4. **Changes and Approvals.**

Changes. Any major change in the Furniture Layout / Toilets / Electrical & other plan, leads to relook of the entire plan, and making of fresh drawings, which adds on to our timeline minimum 3 working days (Designer workdays are Monday to Friday). However, minor changes like an additional switch point at an existing place, which do not need major modifications in the plan, will be acceptable without delay clause. Changes in plans of Furniture and items to be customized, if requested to be changed by The Client, will be at Fresh Cost and added to the timeline also. The Client shall be responsible for any delay caused due to site restrictions / hindrances, etc.

Approvals. To keep the pace of work speedy approvals of materials is paramount. Any material, fixtures / fittings like Laminates, ACs, Lights, tiles, electrical switches etc, shall be approved by the Client within 3 working days including the day of receiving the necessary files/ samples/ estimates, etc (files sent during working hours). Any further delay or keeping approvals on hold for any reason shall be added to the Project Timeline.

5. **Supervision of Execution.** The Designer's team shall do periodic supervision and provide regular guidance.

6. **Project Implementation and Completion.** Implementation of Work will depend on the finalization of the Design and Plans. **This is Phase 2 of the Contract and commences once the Designs are frozen.**

- As per the **scope discussed till date**, the project is likely to be completed within 50 Working days (**W+50**). W shall commence from day after the **Date of Signing of finalized BoQ, Finalized Furniture & other plans and Receipt of Project Implementation Mobilization Advance**. In case of major change in plans, the timeline shall be reassessed.
- W starts from the date of signing of this Contract, Signing of finalized BoQ & payment of Execution Advance to the Company, signing of all three documents mandatory.
- W is the day of commencement of Work. Sundays will be included in Workdays. However, Holidays (like Holi) / days when work is not permitted /restrictions imposed on working, due to any reason, will be added to the timeline.
- The timeline also pertains to the **freezing of all designs**, except very limited revisions /changes, as elucidated earlier. All changes which may entail a change in Timeline will be communicated. A detailed timeline shall be shared.

7. **Suspension / Termination of Project.** If the Client suspends/terminates the work on the project, it will be communicated in writing by mail to biraj@colonelz.com. All payments for the works done as per the Work Schedule will be made within two working days, from the date of suspension/cancellation of the project. If No work is allowed on the Site for 15 working days, by the Client or the Society, for whatever reason, the work shall be deemed as Suspended. If work is still NOT permitted for 30 days, it will be deemed as Termination.

Design Implementation Payment Terms & Conditions

1. Work shall commence within 5 Business days from the date of receipt of Mobilization Advance & Work Contract, duly signed.
2. Payment Terms for the execution is as mentioned below (X being the completion time):
 - **25%** Mobilization Advance based on Proposed Plan.
 - **30%** on W plus 21 X.
 - **35%** on W plus 35 X.
 - **5%** on Completion of Scope of Works.
3. Price quoted for the execution will be deemed valid for the duration of the proposed implementation. However, there may be rate revision in case the prices of input materials go up by 10% or more. GST @ 18% will be charged additionally, on the total fee. In case of any Policy Change by the Govt, Taxes & duties will be charged as per actual.
4. **Orders once confirmed and closed, cannot be cancelled.**

Client

Principal Designer

Bank Details:

Bank	-	HDFC Bank Account
A/c Holder	-	COLONELZ CONSTRUCTIONS PVT LTD
A/c no.	-	50200007351695
IFSC	-	HDFC0000043