

# **INTERIOR DESIGN CONSULTANCY CONTRACT**

# XYZ. NOIDA

Client – Mr. ABC

Designer - Ms. Naomi Sahay

Date - 13 / 12 / 2023

Ouotation No - CCPL /23-24/ 24

Site Address - Xyz, Noida, UP

Client Contact - Mr. ABC;

+91 0123456789, email@gmail.com

Colonelz' Contact - Ms. Naomi Sahay, Principal Designer;

+91 8447500754, naomi@colonelz.com

#### Scope of Work

The Scope of work entails Interior Designing and Implementation by Colonelz Constructions Pvt Ltd, with Corporate Office at D11, Vipul World, Sector 48, Sohna Road, Gurgaon, Haryana- 122018, represented by Ms Naomi Sahay, (hereinafter known as **The Designer**). The Scope shall include preparation of all drawings for the execution of the designs finalised and the implementation of finalised designs by the Colonelz Team, in the apartment of Mr. ABC, r/o Address, Noida, (hereinafter known as **The Client**). Design scope shall also cover periodic supervision during the implementation of the same.

**Part I.** Interior Designing of the complete space.

**Part II.** Implementation and Execution of the finalised Design as detailed by

The Designer and approved by The Client.

### Part I

This is the Designing Part, which will be covered in 2 parts, as below:

# **1. Phase I –Design Stage,** i.e., Stage 1:

- a. <u>Presentation Drawings:</u>
  - Furniture Layout Plan
  - Presentation with Conceptual Pictures & Sketches
  - Conceptual 3D Views:

4 x Bedrooms - 1 view each Music room - 1 view  $\triangleright$ Study - 1 view Foyer - 1 view Living room - 1 view Outdoor Terrace - 1 view Family lounge - 1 view Mandir - 1 view Kitchen - 1 view Dining area - 1 view 5 x Toilets - 1 view each

# b. Civil Work Drawings:

- Floor Plan
- Electrical Layout
- HVAC ducting layout
- False Ceiling Plan
- Toilet Layout

# 2. Phase II - Interior Fit Out Stage:

- a. <u>Stage 2: Design Development Phase 1</u>
  - Detailed 3D Views (with finalised details):
    - > 4 x Bedrooms 2 views each
    - 4 x Dressing/wardrobe 2 views each
      (One internal and one external of each wardrobe)
    - Music room - 2 views Study - 2 views - 1 view Foyer - 3 views Living room - 4 views Outdoor terrace area Family lounge - 2 views Mandir - 1 view Kitchen - 2 views
    - Dining Room- 2 isometric views
    - > 5 x Toilet 2 views each
    - ➤ Balcony 1 view

- b. <u>Stage 3: Good for Construction (GFC) Drawings</u> Working drawings that give detailed dimensions, graphical information that can be used by a contractor/site teams to construct the works, or by suppliers to fabricate components of the works.
  - Furniture Layout
  - Toilet Details (if needed)
    - Plumbing Layout
    - Water Supply Plan
    - Drain Layout
    - Wall Elevations
  - Reflected Ceiling Plan
    - > False Ceiling Plan
    - Ceiling Lighting Plan
    - Ceiling Finish layout
  - Electrical Drawings
    - Looping Plan
    - Wall Lighting Plan
    - Wall Electrical
  - Wall Finishes Plan
  - Woodwork Details:
    - Fixed Furniture
    - Wardrobes & Storages
    - Kitchen Storages
    - Wall Paneling
    - Loose Furniture
    - Wooden Ceiling Detail
    - Moulding & Detailing if any.
- c. Stage 4: Documents & BOQs
  - Light fixtures BOQ
  - Furniture BOQ
  - Toilet Fixtures BOQ
  - Tiling BOQ
  - Furnishing BOQ

#### Part II

The Designer shall implement the Design as finalised with The Client. The Designer shall ensure Quality checks, as also coordination with all stakeholders and supervision of all site teams.

# Fee Proposal

Designing will be done as per the following rates:

- 1. Design charges @ ₹xyz/ Sft x Covered area @xyz Sft = ₹xyz/(Rupees xyz in WORDS Only) excl. of taxes and Terrace & Balcony area.
- 2. Design charges after Special Armed Forces Discount (20% i.e. ₹xyz/-) = ₹xyz/- (Rupees xyz in WORDS Only) excl. of taxes.
- 3. Balconies / Terrace at 60% of the discounted rate (₹xyz/Sft) ie @ ₹xyz/ Sft x Terrace & Balcony area @xyz Sft = ₹xyz /- (Rupees xyz in WORDS Only) excl. of taxes.
- 4. Final Design charges as per the site areas mentioned above are ₹ xyz /- (Covered area) + ₹ xyz /- (Terrace & Balcony area) = ₹ xyz /- (Rupees xyz in WORDS Only) excl. of taxes.
  - a) Billing shall be as per covered area, as per measurement on-site.
  - b) The covered area includes all internal and external walls.

#### **Designing Payment Terms & Conditions**

- 1. Interior Designing process shall commence within 5 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 Finalisation of Furniture Layout 50% of total Design fees
  - After Finalisation of Conceptual 3D Designs 70% of total
    Design Fees (ie, before the commencement of site execution)
  - After Finalisation of GFCs and 3Ds
    Design Fees
  - After handing over
    Design Fees
    5 % of total

The Client shall release respective payment installments within 3 days from the date of completion of stage as intimated by the Designer.

3. **Site Visit.** Up to 10 visits to the site, by The Designer's **Design Team** shall be made to ensure suitable progress, quality, and other checks. However, the Site Supervisor would be on the Site regularly.

- 4. The price quoted is valid for 30 days from the date of Quotation & may be revised at the time of finalisation.
- 5. Order once placed cannot be cancelled. In case of cancellation, the Fee till the stage of services prepared & rendered shall be paid and cleared.

### **General Terms & Conditions**

- 1. **Scope**. Implementation Work shall be completed by The Designer as per the designs finalised. W will be the day of commencement of Work. All Sundays / Holidays / days when work is not permitted to be done will be added to the timeline. A Workday is considered as 8 working hours, excluding 1 hour of mandatory lunch & tea breaks, during the day. All restrictions on work time like half-day work, work stoppage due to Force Majeure / Govt. Orders / Regulatory bodies' orders, will be added to the Work Time Plan.
- 2. **Design Finalisation** It is reiterated that once designs are finalised, any changes requested thereafter, causes restart of the entire design process for that area, all over again. Hence, it is in the interest of both parties that due deliberation is given to finalise the designs and thereafter, restrict the scope for change, unless extremely necessary. Charges for the same are listed below:
  - Furniture Layout- Minor changes are acceptable till 1 week after finalisation of layout. Major changes / more than 2 Minor changes shall bechargeable @ ₹ 2,000/ per Major Change / more than two Minor Changes, eg, each change in layout of furniture, incl modular furniture is considered as a Major Change.
  - LV, Electrical & False Ceiling Plans- Unlimited revisions are allowed in thedrawings until finalisation. However, only 1-time minor change, free of cost up to 5 days from the date of finalisation of plans, is acceptable. Any change thereafter, shall be chargeable @ ₹2,000/ per change. Any additional cost incurred due to the changed plan, shall be added to the Bills.
  - Fixed Furniture- Unlimited revisions are allowed in the drawings until finalisation. However, only 1-time minor change is free of cost up to 3 days from the date of finalisation of plans. Any change thereafter shall be chargeable @ ₹ 2,000/ per change, provided the material for productionhas not been procured and/or resized as per the design to be implemented. In case any order has gone into production/material has been procured, the cost for the same, shall be borne by The Client.
  - **Loose Furniture** Unlimited revisions are allowed in the drawings until finalisation. However, only 1-time minor change is free of cost up to 3 days from the date of finalisation 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. In case any order has gone into production/material has been procured, the cost for the same, shall be borne by The Client.

- **Major Changes.** In case of any major change in the plan after the plans are frozen and/or work has commenced, will be reassessed, and consideredas a new design/drawing/work.
- Orders once confirmed / closed, cannot be cancelled and are 100% payable.

# 3. <u>3D Visualisation</u>

 Conceptual Stage- 2 selected design options in 3D for each space as per views mentioned in Design Contract will be provided.

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

- Detail Finalisation- 2 selected finish combinations in 3D for each space as per views mentioned in Design Contract will be provided.
- Revisions. Minor revisions offered until finalisation of design, will be free, thereafter chargeable. These will be chargeable @₹3500/ per render view.
- 4. Client shall be responsible for any delay caused due to site restrictions / hindrances, delay in approving materials, or keeping approvals on hold for any reason.
  - **Supervision of Execution.** The Designer's team shall do periodic supervision and provide regular guidance. Supervision till the Original Timeline planned shall be complementary. 10 Days delay beyond the original timeline, shall be acceptable. Beyond that, there will be a Supervision cost @ ₹1,000/ per day, till Handover.
- 5. <u>Project Implementation and Completion.</u> Implementation of Work will depend on the finalisation of Design and Plans. Project Implementation is Phase 2 of the Contract and Commences once the Designs are frozen, i.e. after completion of the DESIGN PHASE, ie Phase I.
  - As per the scope discussed till date, the project is likely to be completed within 150 Working days (W+ 150) from the Date of Signing of the Finalised BoQ, Finalised Furniture & other plans and Receipt of Project Implementation Mobilization Advance. In case of a major change in plans, the timeline shall be reassessed.

- To Commence W period, all three conditions need to be met, i.e., Signing of this Contract, Signing of finalised BoQ and Payment of Execution Advance to the Company.
- W is the day of commencement of Work. Sundays will not be included in Work days. Similarly, Holidays (like Holi)/days when work is not permitted/restrictions are imposed on working, due to any reason, will also 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 that may entail changes in the Timeline will be communicated. A detailed timeline shall be shared.
- As detailed above, W shall be deemed to commence from the Date of Signing of the finalised BoQ, Finalised Furniture and other Plans and receipt of Project Implementation Mobilization Advance. All delays due to whatsoever reason shall be communicated on the "PROJ XYZ" group and preferably on the emails as in this document. After accounting and adjusting for all delays, the Final Completion Date shall be arrived at.
- A Workday is considered as 8 working hours, excluding 1 hour of mandatory lunch & tea breaks. Work breaks during the day or as specified by the society's rules & and regulations add to the timeline. The timeline also pertains to the freezing of all designs, except very limited revisions /changes. All changes that may entail changes in the Timeline will be communicated. A detailed timeline shall be shared.
- 6. **Suspension / Termination of Project.** If the Client suspends / terminates the work on the project, it will be communicated in writing on mail to **biraj@colonelz.com**. All payments for the works done as per 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 workingdays, by the Client or the Building's Estate Management, for whatever reason, the work shall be deemed as Suspended. In the event of suspension, there may be a rate revision in case the prices of input materials go up by 5% or more. 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 are as mentioned below (X being thecompletion time):

- a. **25%** Mobilization Advance based on the Proposed Plan.
- b. **35%** on W plus 1/3 X.
- c. **35%** on W plus 3/4 X.
- d. 5% on Completion of Scope of Works.
- 3. The price quoted for the execution will be deemed valid for the duration of the proposed implementation. However, there may be rate revision in case theprices of input materials go up by 10% or more. GST @ 18% and any other Govt Levy, will be charged will be charged, as per actual.
- 4. Orders once confirmed and closed, cannot be cancelled.

Mr. ABC Ms Naomi Sahay

The Client The Designer

For

Colonelz Constructions Pvt Ltd

**Bank Details:** 

Bank - HDFC Bank Account

A/c Holder - COLONELZ CONSTRUCTIONS PVT LTD

A/c no. - 50200007351695 IFSC - HDFC0000043