

# Just Mobile Apps and Web Development

[Gavin Rodrigues]

BUSINESS PROPOSAL

## CONFIDENTIALITY STATEMENT

The information contained in this document is confidential and proprietary to BusinessPro Designs. BusinessPro Designs submits this information with the understanding that the recipient organization will hold it in strict confidence.

The contents are not to be disclosed, duplicated or used, in whole or in part, for any purpose other than the evaluation of BusinessPro Designs qualifications or participation in the scope of work identified within this document.

## DISCLAIMER

The obligation of the parties to perform the effort identified in this document is subject to the execution of a written/electronic agreement between the parties in accordance with the terms and conditions contained herein.

The information included in this proposal has been prepared and included for the purpose of this document only and shall not be construed as a precedent in any other situation outside this proposal and context.

## Revision History

Version	Date	Author	Summary of Changes
1.0	16-04-2014	Ravi Kumar Sharma	Initial Proposal Created

# 1. Executive Summary

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## ABOUT BUSINESSPRO DESIGNS

BusinessPro Designs Limited ('BPD') is UK registered Global IT Company, specializing in Web Design & Development, Internet Marketing and Mobile Applications Development.

BPD was created in 2005 with a vision to provide On Time and Quality Solutions to SME customers globally. BPD has over 250 skilled professionals operating from its State-of-the-art offshore development centre in India.

BPD takes pride in having more than 1000 happy customers spread over Australia, Canada, Ireland, New Zealand, United Kingdom and United States. BPD is an ISO 9001:2008 Certified Company and we are

For more details about BPD visit us at [www.businessprodesigns.com](http://www.businessprodesigns.com)

## BUSINESS OBJECTIVES

Customer is interested in Websites Revamp of the existing site - <http://frankstonmowerservices.com.au/> with Mobile Responsive Design. He is interested in designing two such websites with same features.

## OUR PROPOSAL

After careful analysis of the Customer requirements and any subsequent discussions, BPD is confident of meeting customer requirements and would like to tender its value proposal.

This proposal outlines Detailed Scope, Project Plan, Commercial and Terms & Conditions for this project in subsequent sections.

BPD proposes a fixed price delivery model for this engagement, with a cost of 1000 AUD only exclusive of any taxes. Our initial estimates suggest that we would be able to deliver this solution in 20 working days post the initial wireframe/demo approval and subject to timely approvals/contents/inputs subsequently.

We encourage you to thoroughly review its content and seek any clarifications you may have. This document would serve as a key reference point in an unlikely event of difference of opinion during or after the project life cycle.

We hope this proposal is in line with your expectations. Should you have any observations, our Solutions Team would be happy to discuss it with you and revise the proposal accordingly.

Finally, we appreciate your business and would like to partner in your success!

## 2. Scope

This section outlines our detailed understanding of the current scope of work covered in this proposal. We would be happy to revise it as per your requirements.

We will benchmark this agreed and signed scope at the beginning of the project. Any subsequent revisions to this scope during lifecycle of the project would be managed by Change Management Process, which may impact effort, cost and delivery timeline.

### WEBSITE DESIGN & DEVELOPMENT

#### Two websites based on features below:

- Use existing logo
- Use existing content
- New Design Lay-out
- Site redirection in the Partner Products page on clicking the images
- CMS (WordPress) pages (up to 10) as per existing Menu
- Product Management for the Products page in the Admin panel
- Images need to be provided in JPEG or PNG format for better use rather than extracting from site
- Contact Us Web Form & Email notification

Note: Content and features will be of website - <http://frankstonmowerservices.com.au/>

## 3. Commercials

BPD would like to propose a 'Fixed Price' engagement wherein we deliver the agreed scope for the agreed cost and within the proposed timeframe, without you worrying for resources availability etc.

The agreed cost and/or timeline may need to be revisited if there is a change in the scope.

Following table illustrates the cost and payment breakup.

Cost Breakup		
#	Product / Service Description	Price (AUD)
1.	CMS Based Website	1000
	<b>TOTAL</b>	<b>1000</b>

Delivery & Payment Schedule			
#	Milestone Name	Tentative Delivery Date	Payment Amount
1.	Upfront		200
2.	Mock-up and Design for First Website	5 Days	200
3.	Mock-up and Design for Second Website	5 Days	200
4.	Final Deliver of First Website	5 Days	200
5.	Final Deliver of Second Website	5 Days	200

## 4. Terms & Conditions

1. Electronic acceptance of this proposal would be recorded and deemed as signed acceptance of the Proposal.
2. Work being carried out within the proposed schedule will be dependent on the Client providing content/information for the Project and failure by the Client to provide content/information within the agreed time period will result in the Project being re-scheduled.
3. All work on the Project will be done from BPD offices in India.

4. BPD shall not be held liable to any person/entity that may suffer or claim to suffer loss or damage arising out of the use of any information supplied by the Client and contained on the Client's website.
5. All content for the Project to be provided by the Client. All the images, except the Royalty Free images contained in the package, and text used by BPD on the Client's website would be for placeholder purposes only and shall be replaced upon receipt of the actual content as provided by the Client.
6. BPD will not be responsible for any deficiency in the services that is due to incorrect or inaccurate information or materials supplied by the client, or client's failure to provide all the information and materials required.
7. BPD reserves right to mention Credits on the website/ application for development work by BPD or reproduce and display Client web pages electronically via the World Wide Web or as demonstrations and examples of BPD' s design and work.
8. The estimates provided in the proposal are based on the requirements specified in the document. Any change in the requirements or delays in communication will have a direct impact on the cost of the Project, which will be calculated and invoiced by BPD on the Client.
9. The Client will not initiate any direct contact or communication with employees or ex-employees of BPD during or after the completion of the Project for any purpose not directly related with the Project, without prior written consent from BPD.
10. The Client will not offer any employment or similar offer to any of the employees of BPD or consultants or associates of BPD during or after completion of the Project.
11. The Client agrees that this document and its contents are a true and complete representation of the terms and conditions of the entire Project. Any other discussions, through any medium, but not mentioned in this document are not part of this proposal.
12. All inbound and outbound calls from/to Client are digitally recorded and may be used in case of a dispute.
13. A valid cancellation will take place if the same is communicated in writing and is mutually agreed upon; or if full and final payment has been received by BPD with respect to the Project. In the absence of a valid cancellation or reversal of payment/refunds, the intellectual property rights to the Project would rest with BPD.
14. Any dispute arising in this contract or project shall be addressed in accordance with the Escalation process.
15. The Project will be deemed to have been cancelled by Client if, during the course of the Project, no communication is received by BPD for seven consecutive days. This pertains to messages (electronic mail) or communication sent by BPD requiring Client feedback or inputs. The Client agrees that not sending a response to queries for seven consecutive days will affect the course of the Project, costing BPD for this idle time of its personnel and resources. Full payment with respect to the Project will thus be due immediately without recourse to the Client for any remedies or to any further work by BPD.
16. As this contract is for rendering development services as described by the customer, any payments made against invoices/milestones achieved are thus non-refundable.
17. All third-party services/tools required for the Project are to be provided by the Client. These include but are not limited to the payment gateway, any mobile/SMS gateway, SSL certificates, Zip code databases etc.
18. Our liability under this agreement, or in tort (including but not limited to negligence), under statute or any other basis shall be limited as follows: BPD will not be liable for any, indirect, special, economic or consequential loss or damage arising out of or relating to this agreement including without limitation, third party claims, lost revenue, loss of business profits, business interruption, loss of business information, data, good will, bargain, opportunities or other pecuniary loss, loss of anticipated savings incurred or suffered, whether caused by breach, negligence, employee or agent, or otherwise and whether BPD was aware or should have been aware of the possibility of such loss or damage. This clause prevails over any other clause in this agreement.
19. The BPD team will provide support for a period of 30 calendar days after final delivery for any bugs or technical questions that the Client may have.
20. On the agreed milestones the Client will be invoiced for the agreed fees as detailed in the Proposal. Settlement of the fees will be required.
21. In case any invoice made to a Client is overdue for more than 2 weeks, BPD reserves the right to stop work without any further communication.
22. BPD sends all invoices via electronic mail only and all invoices are due within 1 week on presentation. The Project will be deemed to have been cancelled by the Client if any invoice is due for more than 14 days after presentation to the Client.
23. Neither Party shall make any disparaging, negative, critical or otherwise detrimental comment(s) about the other party at any time and on any platform, either during or after the completion of the Project.
24. The Project will be developed on the current versions of the proposed platform/database/application/environment/browsers. Any future/earlier versions of these are not supported in the purview of this Project scope unless agreed otherwise.
25. Neither Party shall be liable for any failure to perform its obligations where such failure is as a result of Force majeure conditions.
26. Fair usage policy of maximum usage of Website Bandwidth of 100GB/month applies.
27. The website or associated products will be tailored to 1024 \* 768 resolution unless otherwise mentioned
28. English would be deemed language for the website or associated products unless otherwise specified.
29. Any Data entry related work, except for 50 products/images/services and 15 textual content pages, is out of scope.
30. Any End user training is not part of this project, however, we will provide help documentation wherever possible.
31. Any other functionality or activity not explicitly covered in Project Scope is deemed to be out of scope
32. For other Terms & Conditions, please refer to <http://www.businessprodesigns.com/terms-conditions/>