



**A N D**

**M/S.STONECRA**, a Partnership Concern having its office at No.4, 4<sup>th</sup> Cross, G Block, Sahakaranagar, Bengaluru 560092 and represented by its Partner Mr. P. S. Karthik, hereinafter referred to as the **SECOND PARTY**, which term where the context so permits shall mean and include his heirs, successors, assigns, legal representatives, executors and administrators on the **OTHER PART**;

**WHEREAS** the First Party has been doing charitable activities and has approached Kidwai Memorial Institute Of Oncology, Bengaluru (hereinafter referred to as KMIO) for undertaking the renovation work of Central Medical Stores (CMS) at the MDOPD Block of the hospital as set out herein below, to which the Hospital has agreed and the Parties herein along with the Hospital have entered into a Memorandum of Understanding dated 18.04.2021;

**WHEREAS** in terms of the said Agreement, the First Party has appointed the Second Party as the contractor for the aforesaid renovation work;

**WHEREAS** the Parties herein desire to reduce the terms and conditions of renovation into writing and to have the same evidenced by this agreement;

**NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:-**

1. The First Party hereby confirms having retained the Second Party, for the renovation work of Central Medical Stores (CMS) at the MDOPD Block of the Institute and the Second Party has agreed to carry out the renovation work.
2. The consideration for this contract of renovation work has been tentatively fixed at Rs.53,39,000/- (inclusive of GST and all other levies) (Rupees Fifty three lakhs Thirty nine thousands only). Further, the second party shall allow a discount @ 1.8% on the bills certified. The aforesaid consideration shall be paid by the First Party to the Second Party on the basis of the bills raised by the Second Party and approved by the Engineering officials of KMIO, as referred to in the tripartite MOU entered by the first party, second party and the KMIO, Bengaluru.

*Sudha Sanardhan* 2

*P. S. Karthik*

The payment terms and conditions are as under:

- i. The payment will be done as per actual measurements at site for all works as approved by the Engineering officials of KMIO.
- ii. Additional quantity of any work executed at site will be paid extra. (which is mentioned in the BOQ annexed to this agreement). However, such additional works not mentioned in the BOQ, shall not be carried out without the written consent of the First party.
- iii. Mobilisation advance of 30% of the total consideration as per this agreement shall be paid on signing of this agreement.
- iv. On completion of 70% of the work and on recommendation/certification by the engineering officials of KMIO, the first party shall release the payment to the extent of certified bill after adjusting the entire mobilization advance paid initially.
- v. On submission of the final bill after the recommendation/certification by the engineering officials of KMIO, the first party shall release the payment to the extent of 95% of the total bill value, after adjusting the earlier payments made.
- vi. 5% of the final bill value will be kept as a retention for a period of 3 months from the certification of the final bill and shall be paid after the aforesaid retention period, on due recommendation/certification of the release of retention amount by the officials of the Engineering Department.

The Second Party acknowledges the receipt of Rs.15 Lakhs (Rupees Fifteen Lakh only) being the mobilization advance given by the First Party vide Cheque bearing 367940 for Rs.15,00,000/- dated 18.04.2021 drawn on State Bank of India, Seshadripuram Branch, Bengaluru.

3. Subject to clause (2) supra, the aforesaid consideration shall be fixed and shall not be subject to escalation and will be restricted to the actual amount as per the final bill approved by the First Party as recommended by the Engineering officials of KMIO. The above consideration shall stand increased to the extent of any additional work, space, facility, service or requirements provided to the First Party, which shall be charged at the rates specified by the Second Party. All such sums demanded by the Second Party shall be paid by the First Party to the Second Party within fifteen days from the date of receipt of demand by the Second Party.

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4. The First Party has obtained permission from Kidwai Memorial Institute Of Oncology, Bengaluru for undertaking the aforesaid renovation work. The Second Party shall act only as a contractor and shall not be deemed to be in possession of the Property in any manner whatsoever.

5. The Second Party shall be entitled to appoint structural engineers and consultants at its own cost to execute the repair work and/or to entrust the repair work to such person/s as the Second Party may deem fit, provided the Second Party alone shall be liable to fulfill the terms and conditions of this agreement. The Second Party shall ensure use of good materials and shall provide quality work and ensure the structure takes weight as per structural designs. The Second Party shall not make any major change or substitution in the renovation work without the consent in writing of the First Party obtained in that behalf. The Second Party alone shall be responsible and liable to the Government, Corporation and other Authorities for the renovation work carried out by it. The Second Party shall indemnify and keep indemnified the First Party in respect of all actions, proceedings, demands, claims, cost/s, charge/s, expenses losses, damages and/or penalty/ies of all sorts of nature whatsoever, the First Party may be put to, sustain or incur due to or arising out of or in connection with the renovation work.

6. The Second Party shall keep the First Party fully indemnified and harmless against any loss or liability, cost or claim, action or proceedings that may arise against the First Party by reason of any failure on the part of the Second Party to discharge its liabilities/obligations under this Agreement or arising out of the renovation work or on account of any act of omission or commission or failure to fulfill or observe statutory or legal obligations or directions in carrying out the renovation work. The Second Party Shall be solely responsible for Safety Measures in the Site and shall provided Safety gears to the Labors /Workers and shall pay Compensation to Labour in the event of Death or injuries if any, as per Work Men's Compensaton Act & Labour ESI/PF Remittances.

7. The Second Party shall be entitled to bring its men and material and store them in the Kidwai Memorial Institute Of Oncology, Bengaluru premises and shall continue to have the aforesaid license and permission till the completion of renovation

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work. The Second Party shall complete the renovation work in all respects as per plan and as per Specifications set out in Schedule annexed hereto within 3 (three) months days from the date of commencement of work. However, the Second Party shall be entitled to reasonable extension of time if the delay in completion of repair work is caused by reasons beyond the control of the Second Party including any default on the part of the First Party under this Agreement, non-availability of buildings materials controlled by Government or other statutory agency, electricity, water or sewerage connection, Government sanctions, Government restrictions, civil commotion, Court order, injunction, labour unrest, any act of God and the like which shall be immediately notified by the Second Party to the First Party. In such an event, the time for completing of renovation work shall be extended by a period compensating for such delay by mutual discussions and consent.

8. The First Party and/or her authorised representatives at all reasonable times shall have the right of inspection of the progress of work and quality of repair work. The decision of the First Party as to quality of material and work, the rate of progress of work shall be tested and proved to be of the required standards to the First Party and if required after discussions, modifications and changes, if any, as per discussions agreed upon, shall then be acceptable to the First Party. In all such decisions the First Party will always be associated. Quality of material will be taken by the brand name quality and the standards specified.

9. The Kidwai Memorial Institute Of Oncology, Bengaluru authorities and/or its agents or representative will be associated with the renovation work from the beginning and throughout the renovation work to the last and their suggestions, changes, modifications, deviations will be given due weightage and will be carried out after thorough discussions with the First Party, if considered feasible. They will be provided free access to the work site and facilities to be associated with the work and inspect the same.

10. The Second Party shall provide one year warranty (Defects Liability Period) for any defects and damages in the renovation work by attending to these at its cost for one year from the date of completion and handing over of the building. Damages

*Pudha Saradhana*

which are beyond the control of the 2nd party such as act of god, wilful damage due to riots etc shall be excluded from the defect liability period.

11. This agreement shall not be terminated unilaterally by any of the Parties herein and subject to there being no default on the Second Party, the appointment of the Second Party shall be irrevocable.

**IN WITNESS WHEREOF THE PARTIES HEREIN HAVE HEREUNTO SET THEIR HANDS ON THE DAY, MONTH AND YEAR FIRST ABOVE MENTIONED BEFORE THE FOLLOWING WITNESSES:**

**WITNESSES :**

1.

*Sidha Janardhan*

**FIRST PARTY**

2.

**STONECRA**  
NO. 4, 4th Cross, 'G' Block  
Sahakaranagar  
BANGALORE - 560 092

*[Signature]*

**SECOND PARTY**