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तमिलनाडु TAMILNADU

17 OCT 2023

BOSS INFRASTRUCTURES
PVT LTD

CX 638570

A. DHANALAKSHMI
Stamp Vendor
L.No.20028/B4/B7/94
164, Amman Koil Street.
Chennai-600 001.

TAMIL NADU URBAN HABITAT DEVELOPMENT BOARD
ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this day of 29th January 2024 BETWEEN the
TAMIL NADU URBAN HABITAT DEVELOPMENT BOARD (hereinafter called the Board which expression shall
where the context so admits include its successors in office and assigns) of the ONE PART AND.

M/s BOSS infrastructure Pvt Ltd,
Flat No. 16, 4th Floor,
Harrington Apartments,
Harrington Road, Chetpet,
Chennai - 031.

(hereinafter called the Contractor which expression shall where the context so admits include its heirs,
executors, administrators and legal representatives) of the OTHER PART. Whereas the Board is desirous
of "Construction of 78 tenements (Ground + 5 Storied) adopting Type Design No. 82/2022 including
internal water supply, sanitary and electrification arrangements with development works at
Cox Colony Scheme in Greater Chennai Corporation Division No. 62, Zone - V under HFA
vertical-III (AHP) of PMAY" and has caused an estimate of probable quantities contained in Schedule - A,
drawing the specifications describing the work to be prepared.

No. of Pages in the agreement: 155 (one hundred and Fifty Five)

No. of Items in the agreement: 67 (Sixty Seven)

DSS INFRASTRUCTURES PVT. LTD.

CONTRACTOR

Director


SUPERINTENDING ENGINEER
NORTH CIRCLE-II (FAC)

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**TAMIL NADU URBAN HABITAT DEVELOPMENT BOARD
ARTICLES OF AGREEMENT**

ARTICLES OF AGREEMENT made this day of 2024 BETWEEN the TAMIL NADU URBAN HABITAT DEVELOPMENT BOARD (hereinafter called the Board which expression shall where the context so admits include its successors in office and assigns) of the ONE PART AND.

**M/s BOSS infrastructure Pvt Ltd,
Flat No. 16, 4th Floor,
Harrington Apartments,
Harrington Road, Chetpet,
Chennai - 6031.**

(hereinafter called the Contractor which expression shall where the context so admits include its heirs, executors, administrators and legal representatives) of the OTHER PART. Whereas the Board is desirous of "Construction of 78 tenements (Ground + 5 Storied) adopting Type Design No. 82/2022 including internal water supply, sanitary and electrification arrangements with development works at Cox Colony Scheme in Greater Chennai Corporation Division No. 62, Zone - V under HFA vertical-III (AHP) of PMAY" and has caused an estimate of probable quantities contained in Schedule - A, drawing the specifications describing the work to be prepared.

AND WHEREAS the said Schedule-A, drawing as in (Schedule-B) and specifications (Schedule-C) have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to the retention the Board of **Rs. 5,71,000/- (Rupees Five Lakh and Seventy One Thousand only)** paid in the mode of online transaction through e-procurement web portal <https://tntenders.gov.in/nicgep/app> by him when he submitted his tenders, as secure for the due fulfillment of the contract to the satisfaction of the Board or any other Officer authorized by the Board.

AND WHEREAS the Contractor has deposited a further sum of **Rs. 10,51,000/- (Rupees Ten Lakh and Fifty One Thousand only)** paid in the form of Bank Guarantee No. 0505623BG0001780 Dated: 27.10.2023 from Assistant General Manager, State Bank Of India, SME Siruthozhil Branch, Chennai for the due fulfillment of the contract to the Board or any other Officer authorized by the Board.

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CONTRACTOR

Director

**SUPERINTENDING ENGINEER
NORTH CIRCLE-II (FAC)**

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AND WHEREAS the contractor has also signed a copy of the Tamil Nadu Detailed Standard Specifications and the Addends volume thereto maintained in the office in acknowledgement of being bound by all the conditions of the clauses of the Standard Preliminary Specifications and all the Standard Specifications for the items of works described in the Standard Specification number in Schedule-A.

AND WHEREAS the Contractor has agreed to execute upon and subject to the conditions set forth in the preliminary specification of the Tamil Nadu Detailed Standard Specifications and such other conditions as are contained in all the specifications forming part of the contract (hereinafter referred to as the said conditions) the work showing upon the drawings and described in the said specifications and set forth in Schedule-A as "Probable Quantities" and comply with the rate of progress noted at the of this ARTICLE OF AGREEMENT for a sum of **Rs. 10,74,45,629/- (Rupees Ten Crore Seventy Four Lakh Forty Five Thousand Six Hundred and Twenty Nine Only) including GST @ 18%** or such other sum as may be arrived at under clause of the Standard Preliminary Specifications relating to (Payment of lump-sum basis or by final measurement unit prices) all items of work being paid for on detailed measurement only.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

- 1) In continuation of the payment of the said sum of **Rs. 10,74,45,629/- (Rupees Ten Crore Seventy Four Lakh Forty Five Thousand Six Hundred and Twenty Nine Only) including GST @ 18%** or such other sum as may be arrived at under the clause of the Standard Specification relating to 'payment on lump-sum basis or by final measurement at unit prices' all terms of work being paid for on detailed measurements only, the Contractor will there upon and subject to the said conditions executed and complete the works shown upon the said drawings and described in the Specifications and to the extent of the probable quantities show in Schedule-A with such variations by way of alterations of additions to or deductions from the said works and method of payment thereto as are provided for in the said conditions.
- 2) The term 'Board' in the conditions shall mean the TAMIL NADU URBAN HABITAT DEVELOPMENT BOARD or any Officer of the Board incharge of the works, who shall be competent to exercise all the powers and privileges reserved herein in favour of the Board with the previous sanction of the Board or any other officer authorized by the Board.

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CONTRACTOR Director


SUPERINTENDING ENGINEER
NORTH CIRCLE-II (FAC)

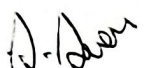
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- 3) Time shall be considered as the essence of the AGREEMENT and Contractor hereby agrees to commence the work as soon as this AGREEMENT is accepted by the Board or any other officer authorized by the Board and the site (or premises) is ready handed over to him as provided in the said conditions and agrees to complete the work within from the date of such handing over the site (or premises) and to show progress as defined in the tabulat statement "RATE OF PROGRESS" below, subject NEVERTHELESS to the provision for extension of time contained in clause 59 of the Standard Preliminary Specifications.

The period of completion for this work is 15 months including rainy season. The following Milestone should be achieved in the progress of works.

Period after date of commencement (1)	Percentage of work completed (Based on contract lump-sum amount) (2)	Period after date of commencement (1)	Percentage of work completed (Based on contract lump-sum amount) (2)
1st Month	5.00%	8th Month	50.00%
2nd Month	10.00%	9th Month	60.00%
3rd Month	15.00%	10th Month	70.00%
4th Month	20.00%	11th Month	80.00%
5th Month	25.00%	12th Month	85.00 %
6th Month	30.00%	13th Month	90.00%
7th Month	40.00%	14th Month	95.00 %
		15th Month	100.00%

Note:- Failure to adhere to the above mentioned Milestone will attract fine as decided by the Superintending Engineer (North Circle-II)

STRUCTURES PVT. LTD.


CONTRACTOR Director


SUPERINTENDING ENGINEER
NORTH CIRCLE-II (FAC)

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4. (a) Damages for delays and non-completion: If the Contractor fails to complete the works within the period named in clause 4 or within any extended time allowed by the Board under these presents the contractor shall pay or allow to the Board, without prejudice to the rights of the Board under clauses 60 and 61 PS MDSS the sum of Rs.10/- (Rupees ten only) as liquidated and ascertained damages for every day beyond the said date or extended time as the case may be during which the works shall remain unfinished except as provided in clause 4 and such damages may be deducted by the Board from any moneys due to the contractor including the Security Deposit made by him.

5. The said conditions shall be read and constructed as forming part of this agreement and the parties hereto will respectively abide by and submit themselves to the conditions and stipulations and perform the agreements on their parts, respectively.

6. Upon the terms and conditions of this agreement being fulfilled and performed to the satisfaction of the Board of any other officer authorized by the Board the Security Deposit by the Contractor as HEREIN BEFORE Deposit by the Contractor as HEREIN BEFORE rejected or such portion thereof and he may be entitled to under "The said conditions" shall be returned to the contractor.

IN WITNESS WHEREOF the Contractor has hereunto set his hand the Urban Habitat Development Board Superintending Engineer of the TAMIL NADU URBAN HABITAT DEVELOPMENT BOARD on behalf of the Board has hereunto set his hand, the day and year first above written.

For BOSS INFRASTRUCTURES PVT. LTD.
Signed by Contractor.

Address: Director

In the presence of witness:

Address:

BOSS INFRASTRUCTURES PVT. LTD.

CONTRACTOR

Director

SUPERINTENDING ENGINEER
NORTH CIRCLE-II (FAC)

SPECIAL CONDITIONS

1. An attendance register must be maintained at site. The site representative shall sign in the register in token of his presence proportionate penalty will be levied for the days of absence calculating from the penalty for a month.

2 As per the G.O.(Ms.) No.555, dt.17.11.1999 of PWD (G2) Department, "On evaluation of tender, it is found that if the overall quoted amount of the tender is less than 5% to 15% of the departmental value put to tender, the contractor shall pay an additional security deposit at 2% of the estimated value put to tender in addition to normal ASD. If the tender discounts exceed 15% to 20% the contractor shall pay an additional security deposit of 50% of the difference between the quoted amount and estimated amount in addition to the normal ASD. Failure to furnish the additional security deposit within 15 days from the date of receipt of acceptance order and execute the agreement shall entail cancellation of award of contract with forfeiture of EMD furnished".

GENERAL CONDITION FOR THE TENDER

1. If any corrections or alternations in the specification are made in the Tender Schedule by the tenderer, such tender will be summarily rejected.

2. The successful tenderer should not assign or sublet any portion of the contract.

3. The contractor shall himself arrange for the necessary installation and supply of electricity power etc., and the water for the work. The department will not incur any expenditure on this account. The charges towards temporary connections for temporary supply of electricity and water shall also be borne by them.

4. Tenderer should thoroughly acquaint themselves with the tender notice drawings, specifications articles of agreement and conditions of contract each tender should contain not only rates but also the value of each item of work entered in a separate column. All the items being totaled in order to show the aggregate value of each tender.

5. SPECIFICATION

'Specifications means the standard specifications of, TNPWD, highways Department and any particular specifications set out for this particular contract. In the absence of any specification issued by the Department, the specifications issued by the Bureau of Indian Standards or sound engineering practices will apply.

6. WORKS COMPRISED IN THE CONTRACT

This contract comprises the execution and completion of the work described or mentioned in these specifications and in the schedules here to, annexed and shown up on the drawings herein referred to, and all extra works, which may be ordered under the powers herein contained. The drawings, specifications, schedules etc., are to be considered as explanatory of each other and no advantage shall be taken of any omission in any of these documents.

7. DISCREPANCIES

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Should any discrepancy appear in any of the documents and drawings included in the contract, or between different parts of the same documents or any ambiguity or insufficiency of information, the contractor shall point out the same to the SUPERINTENDING ENGINEER Engineer-in-charge in writing and receive his instruction, explanation or decision in the matter, before quoting the tender.

8. OMISSIONS

In the event of anything reasonably necessary or proper to the due and complete performance of the work (of which the Engineer shall be the sole judge) being omitted to be shown or described in the drawings, specification and schedules, the contractor shall execute and provide at the rates quoted in the Bill of Quantities all such omitted works and things as if they had been severally shown and described and according to the directions of the Engineer and to his satisfaction.

9. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years

10. Bids from Joint ventures are not acceptable'

11. To qualify for a package of contracts made up of this contracts for which bids are invited in the IFB, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts.

12. Each bidder shall submit only one bid for one contract

13. The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.

14. The unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

15. Bid evaluation will be based on the bid prices / negotiated price.

16. Negotiation is permitted.

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CONTRACTOR Director

SUPERINTENDING ENGINEER
NORTH CIRCLE II (EAC)

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17. The Superintending Engineer (NC-II) reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Bidding documents or otherwise result in unsolicited benefits for the Superintending Engineer (NC-II) shall not be taken into account in Bid evaluation.

18 Superintending Engineer (NC-II) has the rights to accept any Bid and to Reject any or all Bids.

19. Mobilisation / Secured advance will not be entertained

20. Selection for qualification will be made by a Tender evaluation committee on the basis of competence of individual bidders.

21. The Superintending Engineer (NC-II), Tamil Nadu Urban Habitat Development Board, reserves the right to accept or reject any Bid or to reduce the scope, cancel the exercise without having to incur any cost or to assign any reason for its decision to any party whatsoever and The Superintending Engineer (NC-II), Tamil Nadu Urban Habitat Development Board, decision on qualifying contractors will be final and binding on all the contractors.

24. Any change in the existing levy/charges announced by the Government/ Authorized body from time to time will be recovered from the bill without information.

(C.E's Circular No.4/14/SCB/T.Cell/D1/101812/08 Dated: 12.6.2014.)

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SPECIAL CONDITION FOR GST

1. The details of supply of Goods & Services are subject to GST rules applicable with effect from 1.07.2017
2. All the tenderers are requested to submit the GSTIN registration number at the time of tenders or at the time of submitting their invoice / Bill claim, without which the payment will not be paid to the contractor.
3. All the tenderers while quoting the rates should clearly indicate the basic rates and applicable GST separately as per GST rules which are in force.
4. The payment of Goods and services Tax (GST) will have to be made by the procuring entity as specified in G.O.Ms.No.264, Finance (Salaries) Department, Dated: 15.09.2017 and subsequent amendments, if any, made there after by the GOI / GOTN during the currency of agreement.

DSS INFRASTRUCTURES PVT. LTD.

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CONTRACTOR Director

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SUPERINTENDING ENGINEER
NORTH CIRCLE II (FAC)

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CONDITIONS REGARDING THE SCALE AND QUALIFICATION FOR THE EMPLOYMENT OF TECHNICAL STAFF AND THE RATES OF PENALTY FOR FAILURE ON THE PART OF THE CONTRACTORS TO EMPLOY THE TECHNICAL STAFF SCHEDULE

Sl. No.	Value of contract	Qualification and No. of Technical Assistants to be employed	Penalty for the failure to employ the technical
1.	Rs.1 lakh to Rs.5 lakhs	One Diploma Holder in Civil Engineering or not less than one retired Junior Engineer	Rs.2,000/- Per month
2.	Rs.5 lakhs to Rs.10 lakhs	One B.E. (Civil) or equivalent degree holder or not less than one retired sub-divisional officer (Assistant Executive Engineer) or one diploma holder with three years experience	Rs.5,000/- Per month
3.	Rs.10 lakhs to Rs.25 lakhs	One B.E. (Civil) or equivalent degree holder with three years experience in Civil Engineering works or not less than one retired sub-divisional Officer plus one diploma holder in Civil Engineering with three and five years experience respectively.	Rs.7,000/- Per month
4.	Rs.25 lakhs to Rs.50 lakhs	One B.E. (Civil) or equivalent degree holder with three years experience or not less than one retired sub-divisional officer or (Retired Assistant Executive Engineer) plus two diploma holders in Civil Engineering or two retired Junior Engineers. <u>Alternative:</u> One B.E. (Civil) or equivalent degree holder with three years experience or not less than one retired sub-divisional officer and one more BE. (Civil or equivalent degree holder.	Rs.9,000/- Per month Rs.10,000/- Per month
5.	Above Rs.50 lakhs	Three B.E. (Civil) or equivalent degree holder with three years experience or not less than one retired sub-divisional officer and two more B.E. (Civil) or equivalent degree holder.	Rs.15,000/- Per month

Note: Revised tariff for levy of penalty for non employment of technical Assistant (As per G.O.Ms. No.181 P.W.(G2) Department, Dt:16.05.03)

BR No.28, dated: 05.12.2003

(i) For Diploma holder
(ii) For Degree holder

Rs.2,000/- per month / each
Rs.5,000/- per month / each

ROSS INFRASTRUCTURES PVT. LTD.

CONTRACTOR

Director

SUPERINTENDING ENGINEER
NORTH CIRCLE II (FAC)

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I am / we are professionally qualified and my / our qualification are given below:

Name	Qualification

I / we will employ the following technical staff for supervision the work and will see that one of them is always at site during working hours personally checking all items of works and paying extra attention to such works as require special attention (e.g.) reinforce concrete work.

Name of members of technical Staff proposed to be employed	Qualifications
1) Thiam. V. P. Satish	B.E. (CIVIL)
2) Thiam. T. Xoun Pandiyan	B.E. (CIVIL)
3) Thiam. H. Jamean Xhamed	B.E. (CIVIL)

Note:-

1. The last two clause should be scored out if the cost of the work involved is less than Rs.10,000/-
2. The tenders should score out the last clause or the penultimate accordingly as they are themselves professionally qualified or under take to employ technical staff under them.

For BOSS INFRASTRUCTURES PVT. LTD.

A. Awar Director

CONTRACTOR

For BOSS INFRASTRUCTURES PVT. LTD.

A. Awar

CONTRACTOR

Rate of Progress
(Fill in from Tender Notice)

Extra from schedule of quantities

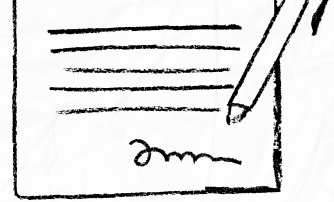
(Fill in only the table from Tender Notice)

BOSS INFRASTRUCTURES PVT. LTD.

A. Awar

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NORTH CIRCLE II (FAC)



our services doesn't just end there



Buying & Selling Services

Property Buying Assistance, Property Selling Support, Market Price Analysis, Owner Outreach and Negotiation.



Legal & Documentation Services

Certified EC, Patta, legal opinions, property verification, due diligence, litigation solutions, and legal heir certificates.



Property Development & Approvals

Building plan approvals, construction, layout and sub-division approvals, zone conversion, and occupancy certification.



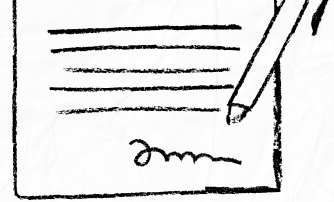
NRI & Investment Services

Escrow Services, Rentals, Litigation Solutions, Property Valuation and Property Management



Compliance & Special Services

Demolition, Vaasthu checks, regularization of unauthorized buildings, and office space solutions.



 **empowering your real estate decisions**
with smart tools



Property Valuation & Cost Estimation

Guideline Value, Apartment Composite Value, Stamp Duty & Registration Fees Calculator, Building Value Calculator, Capital Gains Calculator, Area Unit Converter, Length Unit Converter



Ownership, Compliance & Legal Verification

Encumbrance Certificate (EC) Search, Find Your SRO, Temple Property Check, WAQF Property Check, View Patta/Chitta, View FMB, Patta Analyzer, EC Analyzer



Zoning & Land Use Analysis

Land Use Zone Finder, CRZ Zone Check, Aquifer Zone Check, CBA Check, EWS Check, Road Width Check, Proposed Road Widening Check, FSI Calculator



Property Documentation & Workflow Tools

Forms & Templates, Document Generator, Document Translation, Dictionary



Vastu & Property Management Tools

Home Vastu Shastra, Plot Vastu Shastra, Property Management



We're honored to be part of your
real estate journey

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