

# CONTRACT

**Name of Work:** Construction of 150M Span Double Lane Motor Bridge over Ratmau River in Daluwala-Lalwala-Dhanauri Motor Road in District Haridwar under EPC Mode.

**Contract Bond Number:** 10/U-PREPARE/08/BR/RFB-EPC/UGRIDP/2023

Between

**Program Manager,**  
*Project Implementation Unit-Public Works Department (PIU-PWD),  
Uttarakhand Disaster Preparedness and Resilience Project (U-PREPARE)  
5<sup>th</sup> Floor, USDMA Building, 36, IT Park, Sahastradhara Road,  
Dehradun, Uttarakhand*

And

**M/s Doon Infrastructure**  
*Address: West Rest Camp 5-A,  
Dehradun, Uttarakhand*

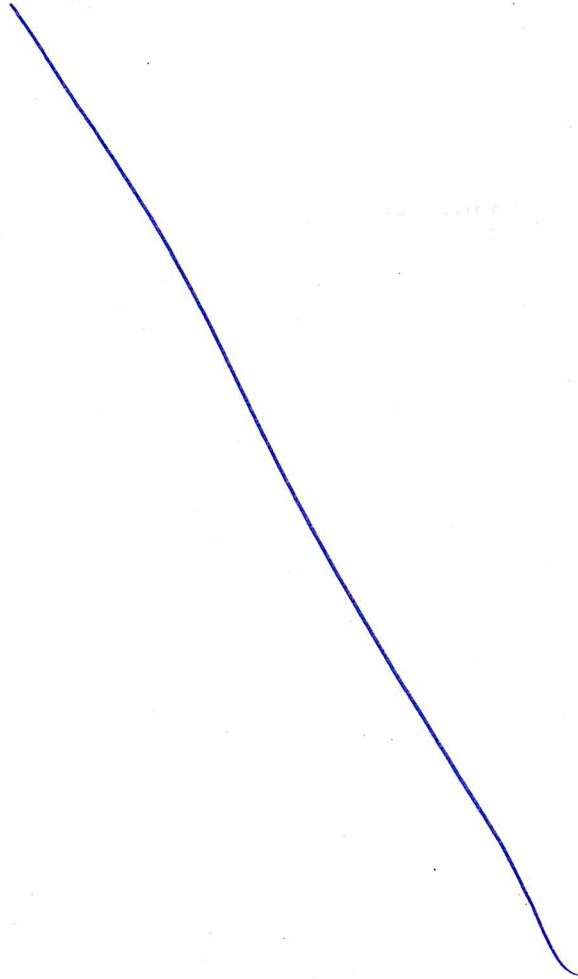
**Dated:** 18-09-2024

For DOON INFRASTRUCTURE

PARTNER

①

Dy Program Manager



For DOON INFRASTRUCTURE

*Cr*

PARTNER

(9)

*[Signature]*  
Dy Program Manager

# **INDEX FOR CONTRACT BOND**

(Year 2024-25)

Contract Bond No.: 10/UPROTARZ/08/BR/RFB-EPC/UGRIDP/2023

Dated: 18/09/2024

1. Name of Contractor : M/s Doon Infrastructure,  
West Rest Camp 5-A, Dehradun, Uttarakhand
2. Package Number : 08/BR/RFB-EPC/UGRIDP/2023
3. Name of Work : Construction of 150M Span Double Lane Motor Bridge  
over Ratmau River in Daluwala-Lalwala-Dhanauri Motor  
Road in District Haridwar under EPC Mode
4. Contract Value : ₹ 13,62,90,000.00 (including GST amount ₹ 2,07,90,000.00  
and including all other applicable taxes, levies and duties)
5. Date of Start : 04 / 10 / 2024
6. Date of Completion : 03 / 04 / 2026

## **Table of Contents**

S.No.	Particulars	Pages No.
<b>Part I : Form of Agreement</b>		7-8
1.	Engineering, Procurement and Construction Agreement	9-12
<b>Part II : Definitions and Interpretation</b>		13
2.	ARTICLE 1 – Definitions and Interpretation	14-17
<b>Part III : Scope of the Sub-Project</b>		18
3.	ARTICLE 2 – Scope of the Sub-Project	19
4.	ARTICLE 3 – Obligations of the Contractor	20-24
5.	ARTICLE 4 – Obligations of the Authority	25-27
6.	ARTICLE 5 – Representations and Warranties	28-30
7.	ARTICLE 6 – Disclaimer	31
<b>Part IV : Design and Construction of the Sub-Project</b>		32
8.	ARTICLE 7 – Performance Security	33-34
9.	ARTICLE 8 – Right of Way	35-37

For DOON INFRASTRUCTURE



PARTNER

3

  
Dy Program Manager

S.No.	Particulars	Pages No.
10.	ARTICLE 9 – Utilities and Trees	38-39
11.	ARTICLE 10 – Design and Construction of the Sub-Project	40-48
12.	ARTICLE 11 – Quality Assurance, Monitoring and Supervision	49-60
13.	ARTICLE 12 – Completion Certificate	61-62
14.	ARTICLE 13 – Change of Scope	63-66
15.	ARTICLE 14 – Maintenance	NA 67
16.	ARTICLE 15 – Supervision and Monitoring During Maintenance	NA 68
17.	ARTICLE 16 – Traffic Regulation	69
18.	ARTICLE 17 – Defects Liability	70-71
19.	ARTICLE 18 – Authority's Engineer	72-74
<b>Part V : Financial Covenants</b>		75
20.	ARTICLE 19 – Payments	76-83
21.	ARTICLE 20 – Insurance	84-87
<b>Part VI : Force Majeure and Termination</b>		88
22.	ARTICLE 21 – Force Majeure	89-93
23.	ARTICLE 22 – Suspension of Contractor's Rights	94-95
24.	ARTICLE 23 – Termination	96-101
<b>Part VII : Other Provisions</b>		102
25.	ARTICLE 24 – Assignment and Charges	103
26.	ARTICLE 25 – Liability and Indemnity	104-106
27.	ARTICLE 26 – Dispute Resolution	107-109
28.	ARTICLE 27 – Miscellaneous	110-112
29.	ARTICLE 28 – Definitions	113-127
<b>Part VIII : Other Documents</b>		128
30.	Notification of Award	129-132

For DOON INFRASTRUCTURE

PARTNER

(4)

Dy Program Manager



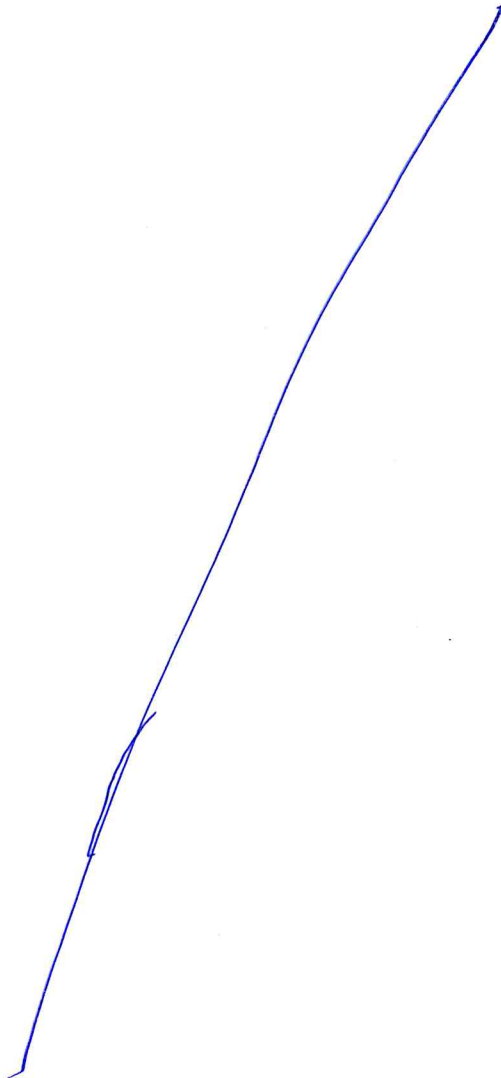
S.No.	Particulars	Pages No.
31.	Contractor's Technical Bid	133 - 1584
32.	Contractor's Financial Bid/ Price Schedules (BOQ)	603 - 608
33.	Addendum (if any)	585 - 602
34.	Copy of Performance Security & Banks' Verification Letter	609 - 636
<b>SCHEDULES</b>		637
35.	SCHEDULE A – Site of the Sub-Project	638 - 643
36.	SCHEDULE B – Development of the Sub-Project	644 - 654
37.	SCHEDULE C – Sub-Project Facilities	655
38.	SCHEDULE D – Specifications and Standards	656 - 719
39.	SCHEDULE E – Maintenance Requirements	720 - 725
40.	SCHEDULE F – Applicable Permits	726
41.	SCHEDULE G – Form of Bank Guarantee	727 - 737
42.	SCHEDULE H – Contract Price Weightages	738 - 741
43.	SCHEDULE I – Drawings	742 - 743
44.	SCHEDULE J – Sub-Project Completion Schedule	744 - 744
45.	SCHEDULE K – Tests on Completion	745 - 746
46.	SCHEDULE L – Completion Certificate	747 - 748
47.	SCHEDULE M – Payment Reduction for Non-Compliance	749 - 750
48.	SCHEDULE N – Selection of Authority's Engineer	751 - 757
49.	SCHEDULE O – Forms of Payment Statements	758
50.	SCHEDULE P – Insurance	759 - 760
51.	SCHEDULE Q – Tests on Completion of Maintenance Period	NA 761
52.	SCHEDULE R – Taking Over Certificate	762
53.	SCHEDULE S – Performance Certificate	763
54.	Social Management Plan	773 - 780
55.	Environmental Management Plan	781 - 794

For DOON INFRASTRUCTURE

PARTNER

Dy Program Manager

5



For DOON INFRASTRUCTURE

*En*

PARTNER

⑥

Dy *nm* Program Manager

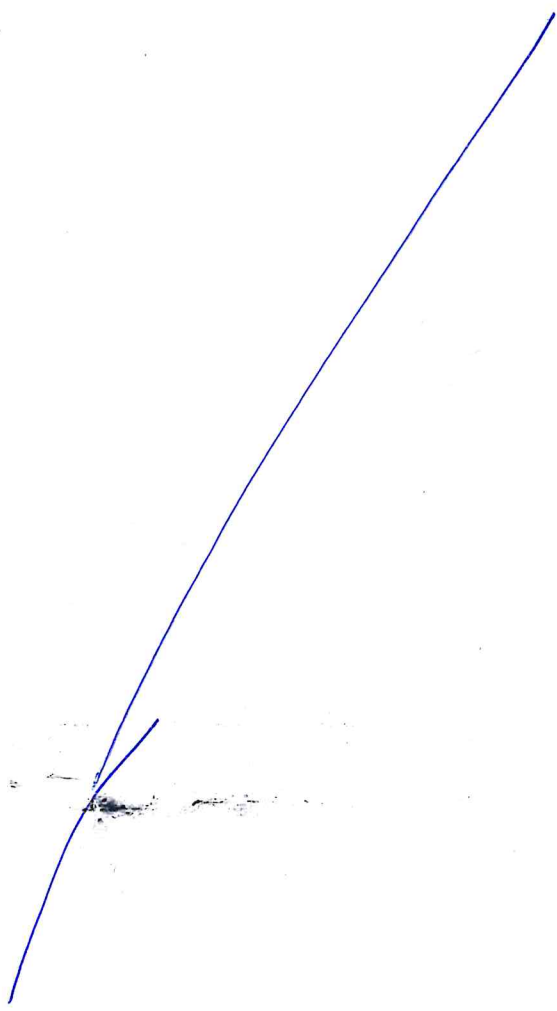
# PART I: FORM OF AGREEMENT

 ECHOON INFRASTRUCTURE

PARTNER

7

  
Dy Program Manager



For DOON INFRASTRUCTURE

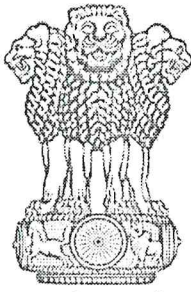
CA

PARTNER

8

  
Dy Program Manager





सत्यमेव जयते



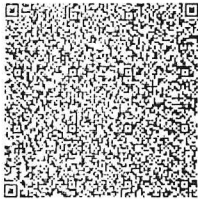
IN-UK45377687168490W

INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No. : IN-UK45377687168490W  
Certificate Issued Date : 18-Sep-2024 03:13 PM  
Account Reference : NONACC (SV)/ uk1204904/ DEHRADUN/ UK-DH  
Unique Doc. Reference : SUBIN-UKUK120490497726647567376W  
Purchased by : DOON INFRASTRUCTURE  
Description of Document : Article 5 Agreement or Memorandum of an agreement  
Property Description : AGREEMENT  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : PROGRAM MANAGER PIU PWD U PREPARE DEHRADUN  
Second Party : DOON INFRASTRUCTURE  
Stamp Duty Paid By : DOON INFRASTRUCTURE  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



ROHIT KUMAR  
Stamp Verifier  
Court Compound, Dehradun  
Ph: 9557826510

Please write or type below this line

## ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT

THIS AGREEMENT is entered into on this the 18 day of Sept., 2024

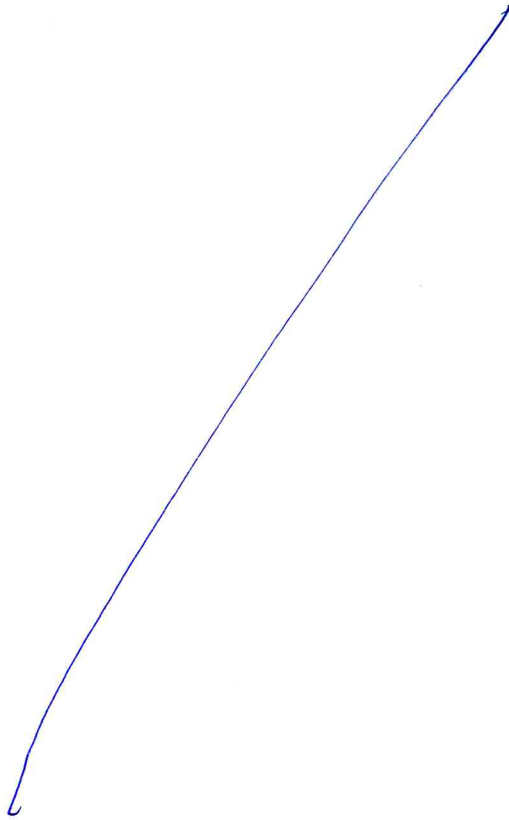
### BETWEEN

**Program Manager, Project Implementation Unit-Public Works Department, Uttarakhand Disaster Preparedness and Resilience Project (U-PREPARE), 5<sup>th</sup> Floor, USDMA Building, 36, IT Park, Sahastradhara Road, Dehradun-248001, Uttarakhand** for and on behalf of State of Uttarakhand, which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part;

### AND

**M/s Doon Infrastructure** means the selected bidder under the RFB No. 08/BR/RFB- EPC/UGRIDP/2023 having its registered office at West Rest Camp 5-A, Dehradun, Uttarakhand (hereinafter referred to as the "Contractor" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns) of the Other Part

1. The details of the Certificate can be verified at [www.e-stamp.com](http://www.e-stamp.com) or using e-Stamp Mobile App of Stock Holding Corporation of India.  
2. The user of checking the legitimacy is on the users of the certificate.  
3. In case of any discrepancy please inform the Competent Authority.



For DOON INFRASTRUCTURE  
*Prashant*  
PARTNER

*Vishal*

WHEREAS:

(A) Government of Uttarakhand has intended to take up the subproject namely "Construction of 150M Span Double Lane Motor Bridge over Ratmau River in Daluwala-Lalwala-Dhanauri Motor Road in District Haridwar" under U-PREPARE.

(B) The Authority had resolved to take up the work on Engineering, Procurement, Construction ("EPC") basis in accordance with the terms and conditions to be set forth in an agreement to be entered into.

(C) The Authority had prescribed the technical and commercial terms and conditions, and invited bids RFB No. 08/BR/RFB-EPC/UGRIDP/2023 from all bidders having required eligibility and qualification criteria for undertaking the Sub-project.

(D) After evaluation of the bids received, the Authority had accepted the bid of the selected bidder and issued its Letter of Acceptance No. 415/08/BR/RFB-EPC/UGRIDP/2023 dated 15/03/2024 (hereinafter called the "LOA") to the selected bidder for the work at the contract price specified hereinafter, requiring the selected bidder to inter alia:

(i) To submit the acceptance to the Notification of Award-Letter of acceptance.

(ii) Submit Performance Security and ES Performance Security as per Notification of Award-Letter of acceptance.

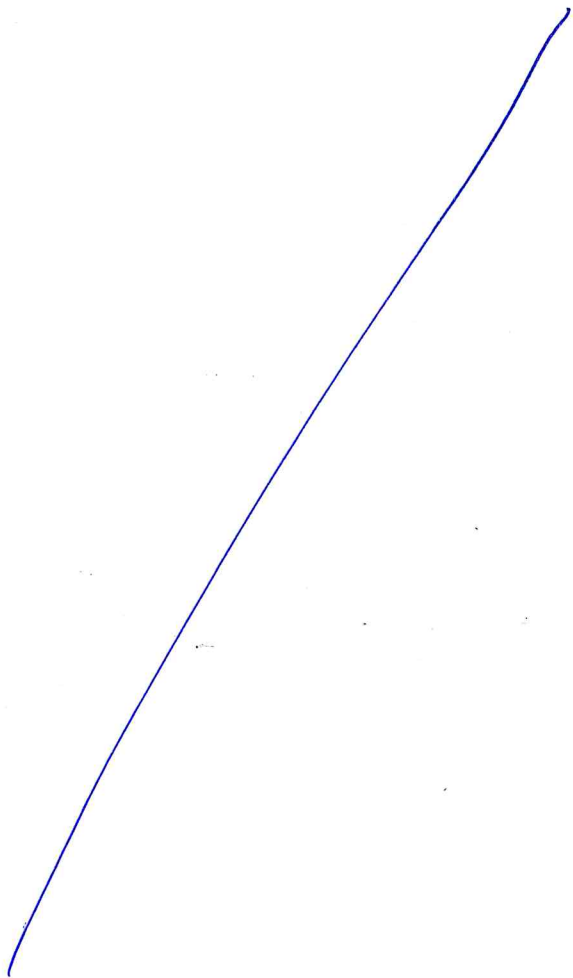
(E) The Contractor has fulfilled the requirements specified in Recital (D) above;

NOW THEREFORE in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the sufficiency and adequacy of which is hereby acknowledged, the Authority hereby covenants to pay the Contractor, in consideration of the obligations specified herein, the Contract Price or such other sum as may become payable under the provisions of the Agreement at the times and in the manner specified by the Agreement and intending to be legally bound hereby, the Parties agree as follows:

For DOON INFRASTRUCTURE  
Cr

PARTNER





Re: DOON INFRASTRUCTURE

*Cr*

PARTNER

(12)

*Shree*