

CONTRACT

Name of Work:

1- Construction of 24M Span Intermediate Lane Motor Bridge & its approach in KM-2 of Ujjawalpur to Gwad Dungri Jaspur Motor Road

2- Construction of 48M Span Intermediate Lane Motor Bridge & its approach over Meeng Gadera in KM-1 of Gadhani Motor Road

3- Construction of 48M Span Intermediate Lane Motor Bridge & its approach in KM-2 of Gairsain to Village Devalkot Motor Road in District Chamoli under EPC Mode.

Contract Bond Number: 09/~~UCKEPA23~~/09/BR/RFB-EPC/UGRIDP/2023

Between

Program Manager,

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

And

M/s Umashankar Singh Rawat

*Address: Kedarbagar, Tehsil Tharali,
District Chamoli, Uttarakhand*

Dated: 18-09-2024

M/s Umashankar Singh Rawat

Partner

Partner

Dy. Program Manager

INDEX FOR CONTRACT BOND **(Year 2024-25)**

Contract Bond No.: 09/BR/RFB-EPC/UGRIDP/2023

Dated: 18 / 09 / 2024

1. Name of Contractor : M/s Umashankar Singh Rawat,
Kedarbagar, Tehsil Tharali, District Chamoli, Uttarakhand
2. Package Number : 09/BR/RFB-EPC/UGRIDP/2023
3. Name of Work : 1- Construction of 24M Span Intermediate Lane Motor Bridge & its approach in KM-2 of Ujjawalpur to Gwad Dungri Jaspur Motor Road;

2- Construction of 48M Span Intermediate Lane Motor Bridge & its approach over Meeng Gadera in KM-1 of Gadhani Motor Road &

3- Construction of 48M Span Intermediate Lane Motor Bridge & its approach in KM-2 of Gairsain to Village Devalkot Motor Road in District Chamoli under EPC Mode
4. Contract Value : ₹ **12,68,50,000.00** (including GST amount ₹ 1,93,50,000.00 and including all other applicable taxes, levies and duties)
5. Date of Start / Appointed Date : 04 / 10 / 2024
6. Date of Completion : 03 / 04 / 2026

Table of Contents

S.No.	Particulars	Pages No.
Part I : Form of Agreement		
1.	Engineering, Procurement and Construction Agreement	<u>9-14</u>
Part II : Definitions and Interpretation		
2.	ARTICLE 1 – Definitions and Interpretation	<u>15-20</u>
Part III : Scope of the Sub-Project		
3.	ARTICLE 2 – Scope of the Sub-Project	<u>21-22</u>
4.	ARTICLE 3 – Obligations of the Contractor	<u>23-28</u>
5.	ARTICLE 4 – Obligations of the Authority	<u>29-30</u>
6.	ARTICLE 5 – Representations and Warranties	<u>31-33</u>

M/s Umashankar Singh Rawat

Partner

Partner

Dy Program Manager

S.No.	Particulars	Pages No.
7.	ARTICLE 6 – Disclaimer	34
Part IV : Design and Construction of the Sub-Project		35
8.	ARTICLE 7 – Performance Security	35-37
9.	ARTICLE 8 – Right of Way	38-40
10.	ARTICLE 9 – Utilities and Trees	41-42
11.	ARTICLE 10 – Design and Construction of the Sub-Project	43-52
12.	ARTICLE 11 – Quality Assurance, Monitoring and Supervision	53-64
13.	ARTICLE 12 – Completion Certificate	65-66
14.	ARTICLE 13 – Change of Scope	67-70
15.	ARTICLE 14 – Maintenance	NA 71
16.	ARTICLE 15 – Supervision and Monitoring During Maintenance	NA 72
17.	ARTICLE 16 – Traffic Regulation	73
18.	ARTICLE 17 – Defects Liability	74-75
19.	ARTICLE 18 – Authority's Engineer	76-78
Part V : Financial Covenants		79
20.	ARTICLE 19 – Payments	79-87
21.	ARTICLE 20 – Insurance	88-91
Part VI : Force Majeure and Termination		92
22.	ARTICLE 21 – Force Majeure	92-97
23.	ARTICLE 22 – Suspension of Contractor's Rights	98-99
24.	ARTICLE 23 – Termination	100-105
Part VII : Other Provisions		106
25.	ARTICLE 24 – Assignment and Charges	106-107
26.	ARTICLE 25 – Liability and Indemnity	108-110
27.	ARTICLE 26 – Dispute Resolution	111-112

S.No.	Particulars	Pages No.
28.	ARTICLE 27 – Miscellaneous	113-117
29.	ARTICLE 28 – Definitions	118-132
Part VIII : Other Documents		133-139
30.	Notification of Award	125-138
31.	Contractor's Technical Bid	139-492
32.	Contractor's Financial Bid/ Price Schedules (BOQ)	493-498
33.	Addendum (if any)	499-520
34.	Copy of Performance Security & Banks' Verification Letter	521-562
SCHEDULES		563-584
35.	SCHEDULE A – Site of the Sub-Project	565-574
36.	SCHEDULE B – Development of the Sub-Project	575-587
37.	SCHEDULE C – Sub-Project Facilities	588-
38.	SCHEDULE D – Specifications and Standards	589-652
39.	SCHEDULE E – Maintenance Requirements	653-658
40.	SCHEDULE F – Applicable Permits	659
41.	SCHEDULE G – Form of Bank Guarantee	660-671
42.	SCHEDULE H – Contract Price Weightages	672-675
43.	SCHEDULE I – Drawings	676-677
44.	SCHEDULE J – Sub-Project Completion Schedule	678
45.	SCHEDULE K – Tests on Completion	679-680
46.	SCHEDULE L – Completion Certificate	681-682
47.	SCHEDULE M – Payment Reduction for Non-Compliance	683-684
48.	SCHEDULE N – Selection of Authority's Engineer	685-691
49.	SCHEDULE O – Forms of Payment Statements	692
50.	SCHEDULE P – Insurance	693-694
51.	SCHEDULE Q – Tests on Completion of Maintenance Period	NA 695

(678-784)

S.No.	Particulars	Pages No.
52.	SCHEDULE R – Taking Over Certificate	696
53.	SCHEDULE S – Performance Certificate	697-698
54.	Social Management Plan	707-726
55.	Environmental Management Plan	727-764

Umashankar Singh Rawat

Umashankar Singh Rawat

Particular

[Signature]
Dy Program Manager

PART I: FORM OF AGREEMENT



सत्यमेव जयते



IN-UK43816113400368W

INDIA NON JUDICIAL

Government of Uttarakhand

₹100

e-Stamp

₹100 ₹100 ₹100 ₹100

Certificate No. : IN-UK43816113400368W
Certificate Issued Date : 09-Sep-2024 02:54 PM
Account Reference : NONACC (SV)/ uk1295704/ DEHRADUN/ UK-DH
Unique Doc. Reference : SUBIN-UKUK129570494598899821253W
Purchased by : MS UMASHANKAR SINGH RAWAT
Description of Document : Article 5 Agreement or Memorandum of an agreement
Property Description : NA
Consideration Price (Rs.) : 0
 (Zero)
First Party : PROGRAM MANAGER PIU PWD U PREPARE DEHRADUN
Second Party : MS UMASHANKAR SINGH RAWAT
Stamp Duty Paid By : MS UMASHANKAR SINGH RAWAT
Stamp Duty Amount(Rs.) : 100
 (One Hundred only)



Please write or type below this line

IN-UK4381

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), 5th 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 Umashankar Singh Rawat means the selected bidder under the RFB No. 09/BR/RFB-EPC/UGRIDP/2023 having its registered office at Kedarbagar, Tehsil Tharali, District Chamoli, 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 validity of this Certificate shall be subject to the conditions of the RFB and the terms and conditions of the Certificate.
 2. The onus of checking the legitimacy is on the users of the certificate.
 3. In case of any discrepancy please inform the Competent Authority.

WHEREAS:

(A) Government of Uttarakhand has intended to take up the subproject namely “(1) Construction of 24M Span Intermediate Lane Motor Bridge & its approach in Km-2 of Ujjawalpur to Gwad Dungri Jaspur Motor Road in District Chamoli, (2) Construction of 48M Span Intermediate Lane Motor Bridge & its approach over Meeng Gadera in Km-1 of Gadhani Motor Road in District Chamoli & (3) Construction of 48M Span Intermediate Lane Motor Bridge & its approach in Km- 2 of Gairsain to village Devalkot Motor Road in District Chamoli” 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. 09/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. 416/09/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:


Ashankar Singh Rawat

