

# CONTRACT

ORIGINAL

NAME OF WORK:

CONSTRUCTION OF 30M SINGLE LANE  
STEEL GIRDER PEDESTRAIN BRIDGE NEAR  
CHARBHAG OVER LWANI GADERA  
AT SILWANI TOK, BLOCK- GHAT,  
DISTRICT CHAMOLI, UTTARAKHAND.

CONTRACT BOND NUMBER: 01/UTARAKH/02/BR/RFB/UGRIDP/2023

DATED

: 18-06-2024

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

AND

M/s D. S. Construction  
ADDRESS: 385/65 GAUSHALA, MUZAFFARNAGAR,  
UTTAR PRADESH

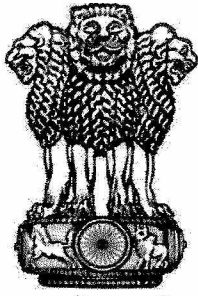
DATED: 18-06-2024

M/s D.S. Construction



Partner

  
Dy Program Manager



सत्यमेव जयते



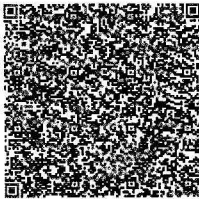
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## INDIA NON JUDICIAL

### Government of Uttarakhand

e-Stamp

**Certificate No.** : IN-UK26789669851158W  
**Certificate Issued Date** : 18-Jun-2024 04:03 PM  
**Account Reference** : NONACC (SV)/ uk1220804/ DEHRADUN/ UK-DH  
**Unique Doc. Reference** : SUBIN-UKUK122080460398517751950W  
**Purchased by** : DS CONSTRUCTION  
**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** : DS CONSTRUCTION  
**Stamp Duty Paid By** : DS CONSTRUCTION  
**Stamp Duty Amount(Rs.)** : 100  
(One Hundred only)



Please write or type below this line

### CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT No. 01/UPREPRE/02/BR/RFB/UGRIDP/2023 made the 18 day of June, 2024.

BETWEEN

- (1) 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 (*hereinafter called "the Employer"*) of the one part, and
- (2) M/s D. S. CONSTRUCTION, 385/65 Gaushala, Muzaffarnagar, Uttar Pradesh, Uttarakhand (*hereinafter called "the Contractor"*) of the other part:

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shilestamp.com' or using e-Stamp Mobile App of Govt. of India. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
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.

Program Manager  
PIU-PWD,  
U-PREPARE, DEHRADUN

WHEREAS the Employer desires that the Works known as "*Construction of 30M Single Lane Steel Girder Pedestrian Bridge near Charbhag over Lwani Gadera at Silwani Tok, Block- Ghat, District Chamoli, Uttarakhand*" should be executed by the Contractor, and has accepted a Bid by the Contractor in the sum of ₹ **2,65,27,560.60 (Rupees Two Crore Sixty Five Lakh Twenty Seven Thousand Five Hundred Sixty and Paise Sixty Only)** [including GST amount ₹ 40,46,577.04 and including all other applicable taxes, levies and duties] (hereinafter called "the Contract Price") for the execution and completion of these Works and the remedying of any defects therein,

The Employer and the Contractor agree as follows:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract documents in the following order of precedence:
  - (i) this Agreement
  - (ii) the Notification of Award
  - (iii) Particular Conditions of Contract
  - (iv) General Conditions of Contract, including appendix
  - (v) the Specification
  - (vi) the Drawings
  - (vii) the Letter of Bid – Financial Part and original completed Schedules including Priced Bill of Quantities (BOQ)
  - (viii) Minutes of Pre-bid Meeting/ Addendum & Corrigendum (if any)
  - (ix) Construction Program, Methodology, Quality Assurance Program, the ES Management Strategies and Implementation Plans, and Code of Conduct for Contractor's Personnel (ES)
  - (x) Joint Venture Agreement [for JVs only]
  - (xi) Copy of Performance Security
  - (xii) Power of Attorney/ Authorization to sign the Contract
  - (xiii) the Contractor's Technical Bid
  - (xiv) Other document as forming part of the Contract.
3. In consideration of the payments to be made by the Employer to the Contractor as specified in this Agreement, the Contractor hereby covenants with the Employer to execute the works and to remedy defects therein in conformity in all respects with the provisions of the Contract.


M/s D.S. Construction  
*Vinod Kumar*  
Partner

*[Signature]*  
Program Manager  
PIU-PWD,  
U-PREPARE, DEHRADUN



4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year specified above.

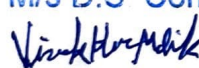
**For and on behalf of the Employer:**

  
Program Manager  
PIU-PWD,  
U-PREPARE, DEHRADUN  
In the capacity of:  
Program Manager, PIU-PWD  
Authorized Representative of Program Director,  
Project Management Unit (PMU),  
U-PREPARE (World Bank),  
5<sup>th</sup> Floor, USDMA Building,  
36, IT Park, Sahastradhara Road,  
Dehradun – 248001, Uttarakhand

In the presence of

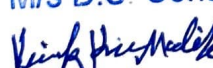
 (S.M. (Civil)) (ABHISHEK TIWARI)  
(2)  (Gaurav Anand)

**For and on behalf of the Contractor:**

  
Vivek Kumar Malik  
Partner  
In the capacity of: Partner  
M/s D.S. CONSTRUCTION,  
385/65 Gaushala, Muzaffarnagar,  
Uttar Pradesh,  
In the presence of

(1)  Sagar Malik

(2) 

M/s D.S. Construction  
  
Partner

  
Dy Program Manager