

ORIGINAL

CONTRACT

NAME OF WORK: CONSTRUCTION OF 4 NO. INTERMEDIATE
LANE RCC BRIDGE & STEEL TRUSS BRIDGE
IN KM-3, KM-7, KM-11 & KM-14 AT
NANDPRAYAG GHAT MOTOR ROAD, BLOCK-
GHAT, DISTRICT CHAMOLI.

CONTRACT BOND NUMBER: 02/~~UPPARE~~/06/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

Vikram Malik

Partner

(1)



सत्यमेव जयते



IN-UK26789786585822W

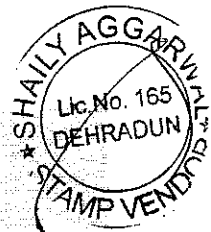
INDIA NON JUDICIAL

Government of Uttarakhand

₹100

e-Stamp

Certificate No. : IN-UK26789786585822W
Certificate Issued Date : 18-Jun-2024 04:04 PM
Account Reference : NONACC (SV)/ uk1220804/ DEHRADUN/ UK-DH
Unique Doc. Reference : SUBIN-UKUK122080460399212100129W
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. 02/UPC-1422/06/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), 5th Floor, USDMA Building, 36, IT Park, Sahastradhara Road, Dehradun-248001, Uttarakhand (hereinafter called "the Employer") of the one part, and

Statutory Note:

1. The authenticity of this stamp certificate should be verified at www.shilestamp.com or using a Stamp Mobile App of Stock Holding Corporation of India.
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.

DS CONSTRUCTION, 385/65 Gaushala, Muzaffarnagar, Uttar Pradesh

Program Manager
PIU PWD

U-PREPARE, DEHRADUN

(7)

WHEREAS the Employer desires that the Works known as "*Construction of 4 No. Intermediate Lane RCC Bridge & Steel Truss Bridge in KM-3, KM-7, KM-11 & KM-14 at Nandprayag Ghat Motor Road, Block-Ghat, District Chamoli, Uttarakhand*" should be executed by the Contractor, and has accepted a Bid by the Contractor in the sum of **₹ 8,18,87,831.96 (Rupees Eight Crore Eighteen Lakh Eighty Seven Thousand Eight Hundred Thirty One and Paise Ninety Six)** [including GST amount ₹ 1,24,91,364.20 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 Price d 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) Any other document **listed in the PCC** 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

Vikram Singh

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.

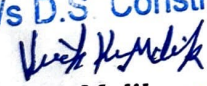
For and on behalf of the Employer:


Vineet Kumar, IAS
in the capacity of: **Program Manager**
PIU-PWD
Authorized Representative of
Program Director,
Project Management Unit, U-PREPARE (World Bank),
5th Floor, USDMA Building,
36, IT Park, Sahastradhara Road,
Dehradun – 248001, Uttarakhand
In the presence of

 **(ARVISHIK TIWARI)**

(2)  **(Ganay Aswal)**

For and on behalf of the Contractor:


M/s D.S. Construction
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) 

(2) 

M/s D.S. Construction


Partner