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(One Hundred only)



Please write or type below this line

CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT No. 7/UPR/HAR/12/BR/RFB/UGRIDP/2023 made the 3 day
of July, 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

M/s Laxmi Datt Binwal, "A" Class Contractor Distt. Champawat, Address: Near PWD Colony Lohaghat, Distt. Champawat- 262524, Uttarakhand (*hereinafter called "the Contractor"*) of the other part:

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~~Program Manager~~

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REPORT NO. 001
Date: 10/01/2013
HUMAN RESOURCES DEPT.



Program Manager
PIU-PWD,
U-PREPARE, DEHRADUN Program Manager



WHEREAS the Employer desires that the Works known as "*CONSTRUCTION OF 75M SPAN SINGLE LANE STEEL TRUSS PEDESTRIAN BRIDGE AT GRAM PANCHAYAT CHAURAMEHTA TO GURUDWARA IN DISTRICT CHAMPAWAT*" should be executed by the Contractor, and has accepted a Bid by the Contractor in the sum of ₹ 5,75,53,145.02 (Rupees Five Crore Seventy Five Lakh Fifty Three Thousand One Hundred Forty Five and Paisa Two Only) [Including GST amount ₹ 87,79,293.31 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:

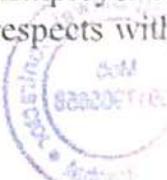
1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other contract 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.



U-PREPARE, DEHRADUN
U-PREPARE, DEHRADUN

(9)

Program Manager
PID PWD, Program Manager
U-PREPARE, DEHRADUN





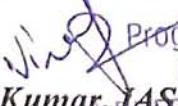
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Dy Program Manager
Program Manager
PIU-PWD,
U-PREPARE, DEHRADUN

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

In the presence of

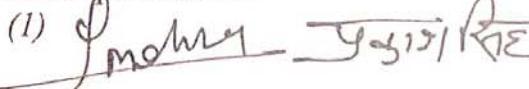
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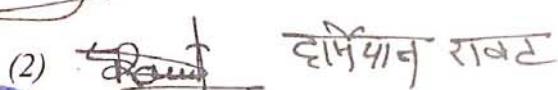
(2) .

For and on behalf of the Contractor:


Laxmi Datt Binwal
In the capacity of: Sole Proprietor
M/s Laxmi Datt Binwal,
"A" CLASS Govt. Contractor & Supplier
Near PWD Campus, Lohaghat,
Distt.- Pithoragarh- 262524,
Uttarakhand

In the presence of

(1) 

(2) 



By Program Manager

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(12)

