

CONTRACT

Name of Work:

Construction of 90M Span Single Lane Pedestrian Suspension Bridge & its approach road over Kotigaad near Tikochi Market in District Uttarkashi under EPC Mode

Contract Bond Number: 11/U-PREPARE/14/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 Tons Builders,
*Address: Near Shiv Temple, Jeevangarh, Vikas Nagar,
Dehradun-248003, Uttarakhand*

Dated: 18-Sept-2024

PART I: FORM OF AGREEMENT


S TONS BUILDER'S
PUROLA, UTTARKASHI
(U.K.)

⑤


By Program Manager



सत्यमेव जयते



IN-UK45141564062662W

INDIA NON JUDICIAL

Government of Uttarakhand

e-Stamp

Certificate No.	:	IN-UK45141564062662W
Certificate Issued Date	:	17-Sep-2024 07:16 PM
Account Reference	:	NONACC (SV)/ uk1292604/ VIKAS NAGAR/ UK-DH
Unique Doc. Reference	:	SUBIN-UKUK129260497250708644366W
Purchased by	:	TONS BUILDERS
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	:	TONS BUILDERS
Stamp Duty Paid By	:	TONS BUILDERS
Stamp Duty Amount(Rs.)	:	100 (One Hundred only)



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स्तम्भ विक्रेता
हिमांशु गुप्ता
विकासनगर

ENGINEERING, PROCUREMENT AND CONSTRUCTION AGREEMENT

THIS AGREEMENT is entered into on this the18...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 Tons Builders means the selected bidder under the RFB No. 14/BR/RFB-EPC/UGRIDP/2023 having its registered office at Near Shiv Temple, Jeevanganh, Vikas Nagar, Dehradun-248003, Uttarakhand (here in after 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 authenticity of this Stamp certificate should be verified at www.shcilestamp.com or using e-Stamp Mobile App of Stock Holding

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3. The stamp is issued by the Government Authority

WHEREAS:

- (A) Government of Uttarakhand has intended to take up the subproject namely "Construction of 90M Span Single Lane Pedestrian Suspension Bridge & its approach road over Kotigaad near Tikochi Market in District Uttarkashi" 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. 14/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. 410/14/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: